

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **CLEAN LAKES, INC.**, a California corporation, whose address is **2150 FRANKLIN CANYON ROAD, MARTINEZ, CALIFORNIA 94553** (the “**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: Vegetation and Debris Management, Water Quality Services for Alameda West Lagoons. City staff issued an RFP on March 20, 2025 and after a submittal period of 28 days received 2 timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for Vegetation and Debris Management, Water Quality Services for Alameda West Lagoons, 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 1st day of July 2025, and shall terminate on the 30th day of June 2030, 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 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 work done under this Agreement, shall not exceed as follows:

FY 2025-26 total compensation shall not exceed \$145,844
FY 2026-27 total compensation shall not exceed \$148,760.88
FY 2027-28 total compensation shall not exceed \$151,736.10
FY 2028-29 total compensation shall not exceed \$154,736.10
FY 2029-30 total compensation shall not exceed \$157,866.24
Total five-year compensation shall not exceed **\$758,978.04**

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 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.

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.

DS Initial
TJM DM
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 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 INSURED(S):

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 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 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 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 W Mall Sq, Suite 110
Alameda, CA 94501
ATTENTION: Manny Rios, Storm Supervisor
Ph: (510) 747-7930

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

Clean Lakes
Tom McNabb
2150 Franklin Canyon Road
Martinez, CA 94553

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

City of Alameda
Public Works Department
950 W Mall Sq, Suite 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro
Ph: (510) 747-7930/ Email: jnavarro@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 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 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 Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. 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

f. 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).

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CLEAN LAKES, INC.
a California corporation

CITY OF ALAMEDA
a municipal corporation

DocuSigned by:
Thomas McNabb
868D882C3333434
Thomas McNabb
President

Jennifer Ott
City Manager

Signed by:
Drew McNabb
668A1A62F89540D
Drew McNabb
Operations Manager

RECOMMENDED FOR APPROVAL

Signed by:
Erin Smith
325068832737491...
Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:
Len Aslanian
765D27E39B18464...
Len Aslanian
Assistant City Attorney



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
--

Blanket when specifically required in a written contract with the named insured.
--

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of “your work” for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to “bodily injury” or “property damage” arising out of your negligence when the following written contract requirements are applicable:
 - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of “your work” performed under a written contract with that person(s) or organization(s).
 - 3. The term “additional insured” is used separately and not collectively, but the inclusion of more than one “additional insured” shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Common Provisions, **Section IV – LIMITS OF INSURANCE AND DEDUCTIBLE**, item 2. is amended by the addition of the following:

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER:

COMMERCIAL AUTO
AC 85 43 08 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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SECTION II – LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

AC 85 43 08 21

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- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. **Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B**.

10. EXTRA EXPENSE – BROADENED COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. **Limit Of Insurance** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. **SECTION V – DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under SECTION III – PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV– BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) Member, if you are a limited liability company;
- (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

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

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V – DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.



CRUM & FORSTER®

A FAIRFAX COMPANY

305 Madison Avenue
Morristown, NJ 07960

Thank You

for your purchase.

Please review this policy carefully.

The coverages and terms of the policy may differ from those requested in your application and/or your expiring policy.

Please advise us immediately in writing if you require any changes to your policy.



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General Claims Information

REPORTING CLAIMS

Delivering superior claims service means more than carrying out contractual responsibilities. It means providing the highest level of professionalism and fairness.

Crum & Forster offers four ways for you to report new losses:

Phone: **1-800-690-5520** (24/7)

Online*: **CFConnect.cfins.com**

Email: **crumandforsternol@cfins.com**

Fax: **1-877-622-6218**

*Policyholders and producers have the option of reporting claims online using our secure site: CFConnect.cfins.com.

A Crum & Forster issued User ID and Password is required. If you do not have one, please send an E-mail to CFWebaccess@cfins.com.

Claim Office Contacts

Claims are handled in field offices throughout the United States. Please see the claim handling office map to contact our field offices.

Loss Run Requests

If you are in need of loss runs, please send a request to: C&F.Loss.Run.Mailbox@cfins.com

Glass Repair/Replacement Program

If coverage is afforded, (please see your policy) we utilize Safelite as our preferred vendor for glass damage claims. Please see the attached Safelite program description.

Rental Program

If coverage is afforded, (please see your policy) we utilize Enterprise as our preferred vendor for vehicle rental. Please see the attached Enterprise program description.

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Spill Response Information Packet

The Spill Response Information Packet (AVAILABLE BY REQUEST) is designed for job sites, covered facilities and storage within vehicles for quick driver access. The information packet is ideal for policyholders having Transportation Pollution Liability, and/or job-site coverage such as Contractors Pollution Liability or Professional Liability.

Included in this electronic information packet are:

- Initial Incident Questionnaire, which provides a simple format to record the facts and circumstances of the event in preparation for reporting to the Crum and Forster Spill Response Program.
- Crum and Forster Spill Reporting Program Single Sheet and Trifold; information and instructions.
- Chemical Incident Response Decision Logic, which outlines simple onsite decision logic for immediate spill response.
- Accident Documentation Card, for recording additional information if vehicles were involved in the incident or spill.
- Witness Statements, which can be distributed to any individual who may have witnessed the event.
- Wallet Card Templates; pre-formatted printable template (front and back)

Additional electronic reference material included:

- C&F Spill Response Program Information Stickers; Dimensions: 3" x 2" Avery Labels: 22822, 22934, these stickers can be placed within vehicles, near chemical storage areas and communication centers within facilities.
- Emergency Response Guidebook 2016, U.S. Department of Transportation, Pipeline Hazardous Materials Safety Administration; copies of guidebook are available for purchase through the US Government Printing Office Bookstore (<https://bookstore.gpo.gov/>) and other commercial suppliers.
- Emergency Response Guidebook 2016, Tutorial for Mobile App for Android and iPhone, instructions on how to install and use the US DOT free ERG mobile application. Great way to have instant up to date reference material in the event of an incident or spill.
- Spill Control Equipment Brochure.

All electronic documentation is preformatted and printable.

Send requests to:

LPinfo@cfins.com

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Recommendations and observations contained herein are made solely in furtherance of insurance underwriting procedures and guidelines. They do not, and should not, replace your own safety practices, procedures, programs, and inspections. The recommendations should not be interpreted as identifying all property and safety programs, policies and procedures existing, or which should exist, at your facility; or, as guaranteeing the facility is in compliance with any applicable laws, regulations, codes, or statutes. It is your responsibility alone to assure the safety of the facility.



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SPILL OR INCIDENT REPORT FORM

Instructions: Complete for any type of petroleum product or hazardous materials/waste spill or incident. Provide a copy of this report to management.

Was this spill/INCIDENT PART of a vehicular accident? Yes _____ No _____
Was this spill/incident located on owned property? Yes _____ No _____
Was this spill/incident located on client property? Yes _____ No _____

1. Personnel Involved in Spill Reporting:

Project Office: Name, Title, and Phone Number: _____

Regional Environmental Office: Name, Title, and Phone Number: _____

2. Spill/Incident Response Contractor

Name and Title of Person Responsible for Spill Response: _____

Phone Number: _____

3. General Spill Information:

Common Name of Spilled Substance: _____

Quantity Spilled (Estimate): _____

Describe Concentration of Material (Estimate): _____

Date of Spill: ____/____/____

Time Spill Started: ____ AM ____ PM

Time Spill Ended: ____ AM ____ PM

4. Spill Location and Conditions:

Project Title: _____

Street Address and/or Milepost, City: _____

Weather Conditions: _____

If Spill to Water,

Name of Water Body (if ditch or culvert, identify the water body that the structure discharges to):

Identify the Discharge Point: _____

Estimate the Depth and Width of the Water Body: _____

Estimate Flow Rate (i.e. slow, moderate, or fast): _____

Describe Environmental Damage (i.e., fish kill?): _____



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5. Actions taken:

To Contain Spill or Impact of Incident: _____

To Cleanup Spill or Recover from Incident: _____

To Remove Cleanup Material: _____

To Document Disposal: _____

To Prevent Reoccurrence: _____

6. Reporting the Spill: Was there a release of a reportable quantity? Yes _____ No _____

Reportable Quantities Spills to water: Immediately call the Crum and Forster Spill Response Center (1-800-690-5520), if directed National Response Center (1-800-424-8802), and the appropriate State Environmental Regulatory Office.

Spills to soil that may be an immediate threat to health or the environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek, etc.): call the Crum and Forster Spill Response Center (1-800-690-5520), and the appropriate State Environmental Regulatory Office.

Note: Project specific permits may have additional reporting requirements.

List all agencies contacted; include names, dates, and phone numbers for people you spoke with:

Record Spill Incident #, if issued by Regulatory Agency: _____

7. Person Responsible for Managing Termination/Closure of Incident or Spill:

Name and Phone: _____

Address and Fax: _____

8. Additional Notes/Information (if necessary):



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SPILL REPORTING PROGRAM

Here is how the Crum & Forster Spill Program works for you.

If one of your tanks, facilities or fleet has an accident with a spill and requires emergency clean up, our Crum & Forster Spill Program will help you:

1. Dispatch clean-up contractors to the scene
 2. Expedite various governmental release reporting
 3. Assist with the coordination of spill cleanup activities
- The C&F Spill Reporting Program is linked to a database containing more than 3,000 qualified contractors from which C&F customers can select.
 - Listings of nearly 30,000 federal, state, provincial and local jurisdictions requiring incident reports after pollution events are continuously updated in another database.



Who We Are

Crum & Forster provides specialty and standard commercial lines insurance products through our admitted and surplus lines insurance companies. Operating out of our corporate offices in Morristown, New Jersey, and ten regional offices, we distribute our products through approximately 1,500 authorized retail and wholesale brokers across the United States.

Specialty products and coverages are available in the following areas:

- Risk management
- Umbrella & excess liability
- Ocean marine & cargo insurance
- Energy exploration & production
- Environmental
- Professional Liability & Crime

Middle markets insurance products include:

- Commercial automobile
- General liability
- Workers' compensation
- Commercial package

Specialty practices include:

- Businesses in bankruptcy
- Construction

Noted for high quality service in underwriting, claims and loss control, C&F maintains a simple, flexible and cost effective business infrastructure while building a portfolio of risks that will yield an underwriting profit in both hard and soft markets.

1-800-690-5520

www.cfins.com



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CRUM & FORSTER®

A FAIRFAX COMPANY



**Crum and Forster
Spill Reporting Program**

1-800-690-5520



fold here

Chemical Incident Response - Decision Logic

Key Information

- Personal knowledge of chemical type
- Container label legible
- SDS available

- No injuries
- Low reactivity
- Low flammability
- Familiar quantity
- No fire
- Low volatility
- Not a strong oxidizer

- I feel comfortable enough to deal with this situation?
- I am trained in proper use of release control equipment and PPE
- All the proper equipment is available here and now

Ask Yourself

Do I know what the substance is?

Yes No

Is release small enough to manage myself?

Yes No

Can this chemical be contained or isolated safely?

Yes No

GET HELP IMMEDIATELY

This is not a "Simple Spill"

Follow your company emergency response procedures. This could involve:

- Initiate Alarm
- Evacuate
- Call 911
- Call / Inform onsite Environmental, Health, Safety or Facility Mgt.
- Call Crum and Forster Spill Reporting Program



1-800-690-5520

www.cfins.com

This is a "Simple" spill, I can clean it myself within my normal workday.

fold here

fold here

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Sample Incident Investigation Witness Statement

Name _____ Position _____ Date _____

Worksite _____ Accident Date _____ Time _____

Thank you for helping us analyze this incident so that we can help prevent someone from getting hurt or sick in the future. Accuracy is very important in helping us get to the root cause of this incident.

Please describe what you saw and heard in chronological order.

What were you doing just before the incident?

What were you doing when the incident occurred?

What did you do after the incident occurred?

Please answer the following questions:

What were the condition of the tools, equipment, machinery and materials involved in the incident?



Sample Incident Investigation Witness Statement *(continued)*

What was the work environment like? Was it very hot or cold, wet, slippery, windy, etc.?

What was the type and condition of the Personal Protective Equipment (PPE) being used by the injured person when the incident occurred?

What was the instruction or training you and others received like on the task being performed when the incident occurred? Please describe the training you received.

What was the direction of travel, fall, or final resting place of the vehicle or equipment and individual involved in the incident?
(draw a diagram, if appropriate.)

Who else witnessed or heard the incident?

How do you think we can prevent this incident in the future?

I certify this statement is true and accurate to the best of my recollection.

Signature Date

DocuSign Envelope ID: F49FF83C-E50C-47F2-9ED7-CB7B9231



CRUM & FORSTER

A FAIRFAX COMPANY

If you have an accident contact Crum
and Forster
Spill Reporting Program
1-800-690-5520

Please note that reporting a spill to Spill Center does not constitute reporting a claim, nor does it guarantee that a spill is covered under your policy. The Crum & Forster Spill Program is not intended to be a substitute for reporting claims as required by the policy terms and conditions. Crum & Forster's Spill Program is available at no additional cost to Crum & Forster customers, but services dispatched to customers using the Program will be charged at the cost charged by the applicable service providers. Such service providers are not subsidiaries or affiliates of Crum & Forster, and use of their products and services are independent of, and not included within, your policy or any other Crum & Forster product or service. Crum & Forster expressly disclaims any and all damages and costs that may arise related to the use of or reliance upon the products, services, representations or warranties made by or on behalf of such service providers.



Docusign Envelope ID: F49FF83C-E50C-47F2-9ED7-CB7B923

Before you can be prepared to
provide the following information

- | | | |
|-------------------|----------------------|------------------------|
| 1. Company Name | 6. Incident City | 11. Required Resources |
| 2. Your Name | 7. Incident Address | 12. Policy Number |
| 3. 24/hr Phone # | 8. Incident Date | 13. Policy Start Date |
| 4. Email | 9. Material Spilled | 14. Policy End Date |
| 5. Incident State | 10. Quantity Spilled | 15. Business Unit |

1-800-690-5520

Avery Labels: 22822, 22934

Dimensions: 3" x 2"

— = Sticker Edge



CRUM & FORSTER
A PARTRAX COMPANY

Spill Reporting Program

REPORT

Oil or Chemical Spills to your
Supervisor and/or Call:

1-800-690-5520



CRUM & FORSTER
A PARTRAX COMPANY

Spill Reporting Program

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As a benefit to the clients of



Abatix is pleased to offer special promotional pricing on select Oil-Only and Chemical Spill Kits for clients of Crum & Forster and new customers of Abatix. For more information, please contact our Jacksonville location via the information below.

Oil-Only and Chemical Spill Kits



Oil-Only Vinyl Zipper Bag Spill Kit

High-performance meltblown sorbents made with 100% polypropylene fibers. Kit contains: 25 pads, 4 - 3" x 4' socks, 1 pair of gloves. 1 temporary disposal bag.

#ESPSK-OZB **\$33.85** /ea reg retail



Oil-Only 5-Gallon Bucket Spill Kit

High-performance meltblown sorbents made with 100% polypropylene fibers. Kit contains: 15 pads, 3 - 3" x 4' socks, 1 pair of gloves, 1 pair of goggles, 1 temporary disposal bag.

#ESPSK-O5 **\$41.50** /ea reg retail



Oil-Only 20-Gallon Overpack Spill Kit

U.S. Department of Transportation-approved container. Kit contains: 18 pads, 6 - 3" x 4' socks, 1 - 3" x 12' sock, 2 - 21" x 17" pillows, 1 pair of gloves, 1 pair of goggles, 1 guide book, 3 temporary disposal bags.

#ESPSK-O20 **\$120.00** /ea reg retail



Oil-Only 30-Gallon Overpack Spill Kit

U.S. Department of Transportation-approved container. Kit contains: 35 pads, 4 - 3" x 4' socks, 4 - 21" x 17" pillows, 1 pair of gloves, 1 pair of goggles, 1 guide book, 5 temporary disposal bags.

#ESPSK-O30 **\$136.60** /ea reg retail



Oil-Only 65-Gallon Overpack Spill Kit

U.S. Department of Transportation-approved container. Kit contains: 75 pads, 10 - 3" x 4' socks, 6 - 3" x 12' socks, 6 - 21" x 17" pillows, wipes, 1 pair of gloves, 1 pair of goggles, 1 guide book, 10 temporary disposal bags.

#ESPSK-O65 **\$340.25** /ea reg retail



Oil-Only 30-Gallon Wheeled Spill Kit

Lightweight oil only mobile spill kit with easy to open lid. Kit contains: 40 pads, 3 - 3" x 4' socks, 4 - 18" x 18" pillows, 1 pair of gloves, 1 pair of goggles, 1 guide book, 4 temporary disposal bags.

#ESPASH-O30 **\$133.90** /ea reg retail



Oil-Only 60-Gallon Wheeled Spill Kit

Lightweight mobile spill kit with easy to open lid. Kit contains: 100 pads, 15 - 3" x 4' socks, 6 - 18" x 18" pillows, 2 pair of gloves, 2 pair of goggles, 1 guide book, 10 temporary disposal bags.

#ESPASH-O60 **\$276.07** /ea reg retail



Chemical 5-Gallon Bucket Spill Kit

Absorbs toxic and aggressive chemical spills. Check compatibility of chemicals when using this spill kit. Kit contains: 15 pads, 3 - 3" x 4' socks, 1 pair of gloves, 1 pair of goggles, 1 temporary disposal bag.

#ESPSK-H5 **\$41.50** /ea reg retail



Chemical 60-Gallon Wheeled Spill Kit

Lightweight mobile spill kit with easy to open lid. Kit contains: 100 pads, 15 - 3" x 4' socks, 6 - 18" x 18" pillows, 2 pair of gloves, 2 pair of goggles, 1 guide book, 10 temporary disposal bags.

#ESPASH-H60 **\$292.44** /ea reg retail

For more information on the promo, contact us today to speak with your sales representative, customer service or to place orders.

Abatix - Jacksonville: 904.296.3939 • 800.998.2116 • jacksonville@abatix.com



World Class Service with a Hometown Feel

Established in 1983, Abatix is a national supplier of products for the Fire and Water Restoration, Environmental, Industrial Safety, Petrochemical, General Construction, Energy, Hospital, Manufacturing, and Disaster Response industries supporting customers across the nation with outstanding service, training programs and services.



Abrasives



Air Movers, Dehu's & Scrubbers



Bags and Poly



Chemicals & Paint



Containment



Electrical and Lighting



Eye Protection



Facility Maintenance Supplies



Hand Protection



Hand Tools



Head & Face Protection



Instrumentation



Job Site Supplies



Power Tools



Protective Clothing



Respirators & Cartridges



Safety Gear



Spill Control and Kits



Surface Protection



Tapes & Adhesives



...and so much more!

Contact us today to speak with your sales representative, customer service or to place orders.

800.222.8499

This surplus line contract is issued pursuant to the Idaho Insurance Laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.



CRUM & FORSTER®
A FAIRFAX COMPANY

CRUM & FORSTER SPECIALTY INSURANCE COMPANY

305 Madison Avenue, Morristown NJ 07962

Broker Fee: \$500.00
SL Tax: \$507.30
Stamping Fee: \$30.44

ENVIRONMENTAL POLICY DECLARATIONS

Kieran Dempsey (603878)

POLICY NUMBER: EPK-148211	RENEWAL OF: EPK-144375	DATE ISSUED: 7/11/2024
-------------------------------------	----------------------------------	----------------------------------

Item 1.	NAMED INSURED & ADDRESS: <i>Clean Lakes, Inc. 2102 E Front St. Coeur d'Alene, ID 83814</i>	PRODUCER NAME & ADDRESS: <i>R-T Specialty, LLC 152 3rd Ave S, Suite 101 Edmonds, WA 98020</i>
	FORM OF BUSINESS: Corporation	PRODUCER CODE: 03034
Item 2.	POLICY PERIOD:	06/28/2024 to 06/28/2025
	12:01 a.m. Standard Time at the Named Insured's address stated above.	
Item 3.	LIMITS OF INSURANCE:	
	General Aggregate Limit (Other than Products/Completed Operations):	\$2,000,000
	Products/Completed Operations Aggregate Limit:	\$2,000,000
	Personal & Advertising Injury Limit:	\$1,000,000
	Commercial General Liability Each Occurrence Limit:	\$1,000,000
	Damage To Premises Rented To You Limit:	\$50,000
	Medical Expense Limit:	\$5,000
	Contractor's Pollution Liability Each Pollution Condition Limit:	\$1,000,000
Errors & Omissions Liability Each Wrongful Act Limit:	\$1,000,000	
Item 4.	DEDUCTIBLE/SELF-INSURED RETENTION: See Deductible Schedule Endorsement EN0009	
Item 5.	RETROACTIVE DATES:	
	Errors & Omissions Liability	Refer to EN0137A
Item 6.	PREMIUM:	
	Policy Premium:	\$16,910
	TRIPRA Premium:	Excluded
	Total Policy Premium:	\$16,910
	Minimum Earned Premium:	25%
	Minimum Policy Premium:	100%
Item 7.	AUDIT PERIOD: Not Subject to Audit	Basis: Gross Revenue: \$3,500,000 Rate: Flat
Item 8.	FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY: <i>See Form EN0002 – Schedule Of Forms And Endorsements</i>	

THESE DECLARATIONS, TOGETHER WITH POLICY SCHEDULES AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF AND IN COMPLETION OF THE ABOVE NUMBERED POLICY.

"This surplus line contract is issued pursuant to the Idaho insurance laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association."

Countersigned By:

(Name of Broker & Lic. #)

Authorized Representative

Schedule of Forms and Endorsements

Form No.	Form Title
EN0001	Environmental Package Policy Declarations
EN0002	Schedule of Forms and Endorsements
CS07001	Signature Page
EN0004	Claims Reporting
EN0005	Service of Process Clause
EN0007	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
EN0009	Deductible Schedule Endorsement
EN0010	Minimum Premium and Minimum Retained Premium
EN0011	Privacy Notice
EN0020	Common Provisions
EN0021	Commercial General Liability Occurrence Coverage Part
EN0023	Contractors Pollution Liability Occurrence Coverage Part
EN0025	Errors and Omissions Liability Coverage Part
EN0050	Policyholder Notice - Emergency Response Hotline
EN0052	Notice of Loss
EN0109	Amended Waiver of Transfer of Rights of Recovery Against Others To Us
EN0111	Additional Insured – Owners, Lessees Or Contractors
EN0113	Additional Insured – Lessor of Leased Equipment
EN0134	Cancellation by Us
EN0145	Additional Insured - State, Governmental, Political Subd - Permits or Authorizations
EN0146	Additional Insured - Managers or Lessors of Premises
EN0147	Primary & Non-Contributory AI with Waiver of Subrogation
EN0166	Named Insured Endorsement
EN0169	Exclusion – Communicable Disease
EN0301	Aggregate Limits of Insurance Per Project
EN0302	Employee Benefits Liability Coverage
EN0320	Additional Insured – Owners, Lessees Or Contractors – Completed Operations
EN0346	Amendment to Damage to Your Work Exclusion
EN0405	Transportation Pollution Liability Blanket Endorsement
EN0416	Mold Definition Give-Back (Claims-Made)
EN0418	Regulated Non-Owned Disposal Site Coverage -Claims Made
EN0137A	Split Retroactive Dates - E&O - \$1M/\$1M - 2/22/08, \$1M/\$2M - 6/28/14
EN0137B	Primary and Non-Contributory Additional Insured With Waiver of Subrogation
IL P 001 01 04	U.S Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

Crum & Forster Specialty Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

(A Capital Stock Company)

SIGNATURE



Marc J. Adee
Chairman and CEO

SIGNATURE



Michael P. McTigue
Secretary



CLAIMS REPORTING

Notice of a claim or circumstances to the Insurer shall be reported to:

Crum & Forster
Claims Department
305 Madison Avenue
Morristown, New Jersey 07960
Email: crumandforsternol@cfins.com
Phone: (800) 690-5520
Fax: (877) 622-6218
Online: CFConnect.cfins.com

Notice given in writing to the Insurer's broker will be considered notice to the Insurer.

SERVICE OF PROCESS CLAUSE

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name: Marc Adee, President
Name of Company or Firm: Crum & Forster Specialty Insurance Company
Mailing Address: 305 Madison Avenue
Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

In consideration of the premium charged it is hereby agreed that:

A. The following exclusion is added to all coverage parts of this policy:

This insurance does not apply to:

Terrorism

“Any injury or damage” arising directly, or indirectly, out of a “certified act of terrorism”, or out of an “other act of terrorism” that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the “coverage territory”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would have been covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** above describe the thresholds used to measure the magnitude of an incident of an “other act of terrorism” and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added to this policy:

1. For the purposes of this endorsement, “any injury or damage” means any injury or damage under any coverage part to which this endorsement applies, and includes, but is not limited to, “damages”, “bodily injury”, “property damage”, “personal and advertising injury”, “cleanup costs” or “ultimate net loss” 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 \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of Title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. 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 of affect the conduct of the United States Government by coercion.

3. "Other acts of terrorism" means 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 of affect the conduct of the United States Government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitation 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 any coverage part of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE SCHEDULE ENDORSEMENT

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- CONTRACTORS POLLUTION LIABILITY COVERAGE PART
- ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- THIRD PARTY POLLUTION LIABILITY COVERAGE PART
- ONSITE CLEANUP COVERAGE PART

The Deductible shown in the Schedule below applies as stated under the Common Provisions, **SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE, Item 13.**

The terms of the policy, including with respect to (a) our rights and duties with respect to the defense of suits and (b) your duties in the event of an occurrence, apply irrespective of the application of the deductible amount.

In the event that you do not promptly reimburse us for the deductible amount demanded, then any cost incurred by us in collection of the deductible amount shall be added to and applied in addition to the applicable deductible amount without limitation to such costs. These costs shall include but not be limited to collection agency fees, attorneys fees and interest.

SCHEDULE

COVERAGE	AMOUNT & BASIS OF DEDUCTIBLE	
I. COMMERCIAL GENERAL LIABILITY:	Each Claim	Each Occurrence
A. Bodily Injury		
B. Property Damage		
C. Bodily Injury & Property Damage Combined		\$2,500
D. Bodily Injury & Property Damage Combined: with Separate Commercial General Liability and Products/Completed Operations Liability Deductibles		
1. General Liability		
2. Products/Completed Operations Liability		
II. MONOLINE PRODUCTS COMPLETED OPERATIONS LIABILITY:	Each Claim	Each Occurrence
III. CONTRACTORS POLLUTION LIABILITY:	Each Pollution Condition	
	\$2,500	
IV. ERRORS AND OMISSIONS LIABILITY:	Each Claim	
	\$2,500	
V. THIRD PARTY POLLUTION LIABILITY:	Each Pollution Condition	
VI. ONSITE CLEANUP:	Each Pollution Condition	

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

- A. Under the Common Provisions, **SECTION VI – COMMON CONDITIONS**, item **2.Cancellation And Nonrenewal** is amended by the addition of the following:

This Policy is subject to both a “minimum premium” and a “minimum retained premium”.

In the event the audit premium is found by us to be greater than the premium stated in the Declarations, the additional premium is due and payable upon notice by us to the First Named Insured. If the audit premium is found to be less than the premium stated in the Declarations, we will retain the “minimum premium”.

In the event of cancellation by the First Named Insured, a “minimum retained premium” will apply.

Cancellation for non-payment of premium after the effective date of this Policy shall be deemed a request by the First Named Insured for cancellation of this Policy, thereby activating the “minimum retained premium” provision.

- B. Under the Common Provisions, **SECTION VII – COMMON DEFINITIONS** is amended by the addition of the following:

1. “Minimum premium” means 100% of the premium stated in the Declarations plus any additional premium generated by:
 - a. Subsequent endorsement; and
 - b. Audit, if applicable.
2. “Minimum retained premium” means the amount of premium retained by us should you cancel this Policy prior to the end of the “policy period”. “Minimum retained premium” is calculated as the great of:
 - a. 25% of the premium stated in the Declarations;
 - b. A short rate or pro-rata of the premium stated in the Declarations; or
 - c. The audit premium.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Crum & Forster¹ Privacy Principles

Crum & Forster's Privacy Principles guide our conduct in the collection, use, release and security of personal and confidential information we obtain as part of our business of providing and servicing commercial insurance products, including underwriting, policy administration, insurance claims adjusting, appraisal and loss control services. These principles define Crum & Forster's commitment to the privacy and integrity of the information we accumulate, manage and store.

Who collects and has access to non-public personal information?

Personal information may be collected by and/ or shared with employees of Crum & Forster or by any of Crum & Forster's authorized representatives, attorneys, or others who provide services to Crum & Forster in connection with providing and servicing its commercial insurance products, such as claims administrators, independent appraisers, managed care providers, systems vendors, or similar service providers. Crum & Forster requires service providers to honor the privacy principles in the handling of non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose information to third parties as allowed by law. For example, in response to a subpoena or other order or inquiry of a court, regulator or governmental agency or to its insurers.

Why does Crum & Forster need personal information and what do we do with it?

Crum & Forster limits the collection, disclosure, and use of customer information to only what is needed to properly underwrite and service its insurance products, and/ or to fulfill legal or regulatory requirements.

Crum & Forster collects personal information solely for conducting its business of underwriting and servicing and administering its insurance products including, but not limited to:

- Underwriting and renewal of its commercial insurance products;
- Claims Handling and adjusting, including investigation and payment of claims;
- Claims administration and reporting;
- Fraud detection and prevention;
- Loss Control;
- Complying with the law and reporting requirements;
- Business activities that Crum & Forster may legally undertake.

Crum & Forster does not sell information to any third parties, and does not use it for marketing any of its insurance products.

¹ The Crum & Forster family of companies includes: United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Insurance Company, Crum & Forster Underwriters Co. of Ohio, Crum & Forster Specialty Insurance Company, and Seneca Insurance Company

What types of information are collected?

The type of information that Crum & Forster collects varies according to the insurance product involved, and may include information we receive from you on applications and other forms; information we receive from your employer; information we receive from other sources such as motor vehicle reports.

Safeguarding Your Privacy

Access to non-public personal information is limited to those employees who specifically need such information to conduct their business responsibilities.

If you conclude your relationship with us, we will continue to safeguard your privacy in accordance with the standards described in this notice.

We maintain physical, electronic and procedural safeguards to protect non-public personal information.

Our employees have been provided with a copy of this policy and receive annual training on safeguarding non-public personal information. Employees who violate these standards are subject to disciplinary measures.

About Our Website

Our website is used only to disseminate information. Crum & Forster does not place electronic "cookies" in the browser files of any guests. We do not collect any individual information as a result of the public visiting the site. In other words, we may count how many times our site has been visited, but do not gather any personal information about the visitors. If you send us an email, your communication will identify you to us. However, we will only use the information you provide to respond to your inquiry. The privacy of communication over the Internet cannot be guaranteed. Crum & Forster does not assume any responsibility any loss or damage you may experience or incur by the sending of personal information over the Internet by or to Crum & Forster.

Questions?

If you have any questions concerning our Privacy Principles, please contact our Privacy Compliance Officer at:

Crum & Forster
Attn: Privacy Compliance Officer
305 Madison Avenue
Morristown, New Jersey 07960

**THIS POLICY MAY CONTAIN BOTH CLAIMS-MADE AND OCCURRENCE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

COMMON PROVISIONS

This Policy consists of: (1) these Common Provisions; (2) one or more Coverage Parts that have been purchased by one or more Named Insured(s); and (3) the Declarations Page(s) associated with such Coverage Part(s). Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered by this Policy.

There are separate Coverage Parts that you may purchase separately. They are subject to these Common Provisions. Some of the Coverage Parts provide occurrence based coverage and others provide claims made coverage. Some Coverage Parts have defense expenses within limits, some do not. Some Coverage Parts do not provide for any defense obligation. Each Coverage Part has a section setting forth its own exclusions and conditions. The Common Provisions also contain definitions, exclusions and conditions that apply to all Coverage Parts. The Common Provisions also provide for defense obligations, where applicable, limits of liability, who is insured and, with respect to claims made coverage parts, extended reporting period provisions. With respect to definitions, any word or phrase in quotes is a defined term that will appear in the definitions section of the Common Provisions. Certain words (such as, but not limited to, Policy, Declarations, Deductible and Self Insured Retention) are used with initial capitalization. Such words are not defined terms and do not appear in the definitions section of the Common Provisions.

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

Company providing this insurance. The word "insured" means any person or organization qualifying as such under Section III Who Is An Insured.

In consideration of payment of the premium, in reliance upon the statements in the application for this insurance and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, you agree with us as follows:

SECTION I - DEFENSE

1. Commercial General Liability

If either of the following Coverage Parts: Commercial General Liability Occurrence or Commercial General Liability Claims Made, is purchased and is attached to these Common Provisions, then the following provisions apply to Insuring Agreement **A** - Bodily Injury And Property Damage and Insuring Agreement **B** - Personal And Advertising Injury:

- a.** We have the right and duty to defend the insured against any "suit" seeking "damages" to which this insurance applies. We will pay "defense expenses" with respect to any "suit" against an insured that we defend. However, we have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.
- b.** Our right and duty to defend end when we have used up the applicable limit of liability in the payment of judgments or settlements and "defense expenses"

included within your Deductible Amount under Insuring Agreements **A** and **B** or medical expenses under Insuring Agreement **C**. “defense expenses” incurred by us under the Commercial General Liability Occurrence Coverage Part or the Commercial General Liability Claims Made Coverage Part will not reduce the Limits of Insurance, except for “defense expenses” which are included within your Deductible Amount.

2. Contractors Pollution Liability, Errors And Omissions Liability And Third Party Pollution Liability

If one or more of the following Coverage Parts: Contractors Pollution Liability Occurrence Coverage, Contractors Pollution Liability Claims Made Coverage, Errors And Omissions Liability Coverage or Third Party Pollution Liability Coverage are purchased and the corresponding Coverage Part is attached to these Common Provisions, then the following provisions will apply to the Insuring Agreement under the Coverage Part. :

- a.** We have the right and duty to defend the insured against any “suit” seeking “damages” to which this insurance applies. We will pay “defense expenses” with respect to any “suit” against an insured that we defend. However, we have no duty to defend the insured against any “suit” seeking: (1) “damages” for “bodily injury” or “property damage” to which this insurance does not apply; or (2) “cleanup costs” to which this insurance does not apply.
- b.** Our right and duty to defend end when we have used up the applicable Limits of Insurance in the payment of any combination of judgments, settlements or “defense expenses”.

- c.** “Defense expenses” applicable to the Contractors Pollution Liability Occurrence or Claims Made Coverage Parts, the Errors and Omissions Liability Coverage Part and the Third Party Pollution Liability Coverage Part are included within the Limits of Insurance and will reduce the Limits of Insurance provided by each such Coverage Part.

3. Claims Arising Out Of The Same or Related Acts or Events

The following provision applies only to the Commercial General Liability Claims Made Coverage Part, the Contractors Pollution Liability Claims Made Coverage Part, the Errors and the Omissions Liability Coverage Part and the Third Party Pollution Liability Coverage Part:

Two or more “claims” arising out of the same or related acts, errors, omissions, circumstances, transactions or events shall be deemed to be first made and reported on the earliest date on which any such “claim” was first made and reported. Such “claims” shall be deemed to be a single “claim”.

SECTION II – DEFENSE EXPENSES

If one or more of the following Coverage Parts: Commercial General Liability Occurrence or Claims Made, Contractors Pollution Liability Occurrence or Claims Made, Errors and Omissions Liability or Third Party Pollution Liability Coverage Parts are purchased, then the following provisions apply to all Coverage Parts except the Onsite Cleanup Coverage Part:

- 1.** We will pay “defense expenses” with respect to any “claim”, “occurrence”, “wrongful act” or “pollution condition”

that we investigate or settle, or any “suit” against an insured we defend. We do not have any duty to defend or pay “defense expenses” under the Onsite Cleanup Coverage Part.

2. If we defend an insured against a “suit” and an indemnitee of that insured is also named as a party to the “suit”, we will defend that indemnitee and pay “defense expenses” on behalf of that indemnitee if all of the following conditions are met:

- a. the “suit” against the indemnitee seeks “damages” for which such insured has assumed the liability of the indemnitee in an “insured contract”;
- b. this insurance applies to the liability assumed by such insured;
- c. the obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by such insured in the same “insured contract”;
- d. the allegations in the “suit” and the information we know about the “occurrence”, offense, “wrongful act” or “pollution condition” are such that no conflict appears to exist between the interests of such insured and the interests of the indemnitee;
- e. the indemnitee and such insured ask us to conduct and control the defense of that indemnitee against such “suit” and agree that we can assign the same counsel to defend such insured and the indemnitee; and
- f. the indemnitee:

(1) agrees in writing to:

- (a) cooperate with us in the investigation, settlement or

defense of the “suit”;

- (b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “suit”;

- (c) promptly notify any other insurer whose coverage is available to the indemnitee; and

- (d) cooperate with us with respect to obtaining other applicable insurance that may be available to the indemnitee; and

(2) provides us with written authorization to:

- (a) obtain records and other information related to the “suit”; and

- (b) conduct and control the defense of the indemnitee in such “suit”.

3. The “defense expenses” in 2a. through 2f.: (i) will not reduce the Limits of Insurance for the Commercial General Liability Occurrence Coverage Part and the Commercial General Liability Claims Made Coverage Part, except for “defense expenses” included within your Deductible Amount; but (ii) will reduce the Limits of Insurance for the Contractors Pollution Liability Occurrence Coverage Part, the Contractors Pollution Liability Claims Made Coverage Part, the Errors and Omissions Liability Coverage Part, and the Third Party Pollution Liability Coverage Part.

4. Our obligation to pay “defense expenses” on behalf of that indemnitee ends when either:

- a. we have used up the applicable limit of insurance in the payment of judgments or settlements and “defense expenses” included within your Deductible Amount under the Commercial General Liability Occurrence or Claims Made Coverage Part; or
- b. we have used up the applicable limit of insurance in the payment of any combination of “defense expenses” or judgments or settlements, or any of them, under the Contractors Pollution Liability Occurrence or Claims Made Coverage Part, the Errors and Omissions Liability Coverage Part, or the Third Party Pollution Liability Coverage Part; or
- c. the conditions set forth above, or the terms of the agreement described in Paragraph 2.f. above, are no longer met.

SECTION III - WHO IS AN INSURED

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

liability company, then you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your “executive officers” or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

(1) “bodily injury” or “personal and advertising injury”:

- (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;

Coverage Part does not apply to “bodily injury”, “property damage” or “cleanup costs” resulting from a “wrongful act” committed before you acquired or formed the organization;

- f. The Insuring Agreement of the Third Party Pollution Liability Coverage Part does not apply to “bodily injury”, “property damage” or “cleanup costs” resulting from a “pollution condition” that occurred before you acquired or formed the organization; and
- g. The Insuring Agreement of the Onsite Cleanup Coverage Part does not apply to “pollution conditions” existing before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE

- 1. The Limits of Insurance shown below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. “claims” made or “suits” brought; or
 - c. Persons or organizations making “claims” or bringing “suits”.
- 2. The General Aggregate Limit stated in the Declarations is the most we will pay under this Policy for the sum of all:
 - a. “Damages” for “bodily injury”, “property damage” and “personal and advertising injury” under all Coverage Parts, except “bodily injury” and “property damage” under

the Commercial General Liability Occurrence or Claims Made Coverage Parts, that fall within the “products-completed operations hazard”;

- b. Medical Expenses and “cleanup costs”
 - c. “Defense expenses” under all Coverage Parts except the Commercial General Liability Occurrence or Claims Made Coverage Parts and the Onsite Cleanup Coverage Part, other than “defense expenses” included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Insuring Agreement **A** of the Commercial General Liability Occurrence or Claims Made Coverage Parts for “damages” because of “bodily injury” and “property damage” included in the “products-completed operations hazard” and for related “defense expenses” included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.
 - 4. Subject to Paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under the Insuring Agreement **B** of the Commercial General Liability Occurrence or Claims Made Coverage Parts for the sum of all “damages” because of all “personal and advertising injury” arising out of any one offense and for related “defense expenses” included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.
 - 5. Subject to Paragraph **2.** or **3.** above, whichever is applicable, the Each Occurrence Limit is the most we will pay

under the Commercial General Liability Occurrence or Claims Made Coverage Parts for the sum of all:

- a. "Damages" for "bodily injury" and "property damage" under Insuring Agreement **A**; and
- b. Medical Expenses under Insuring Agreement **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence" and for related "defense expenses" included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.

- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under the Insuring Agreement **A** of the Commercial General Liability Occurrence or Claims Made Coverage Parts for "damages" because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner and for related "defense expenses" included within the Deductible Amounts applicable to the Commercial General Liability Coverage Parts.
- 7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under the Insuring Agreement **C** of the Commercial General Liability Occurrence or Claims Made Coverage Parts for all medical expenses because of "bodily injury" sustained by any one person.
- 8. Subject to Paragraph **2.** above, the Each Pollution Condition Limit is the most we will pay under the Insuring Agreement of the Contractors Pollution Liability Occurrence or Claims Made Coverage Parts for the sum of all:

- a. "damages", because of "bodily injury" and "property damage";
- b. "cleanup costs"; and
- c. "defense expenses"

arising out of any one "pollution condition".

- 9. Subject to Paragraph **2.** above, the Errors and Omissions Liability Each Claim Limit is the most we will pay under the Insuring Agreement of the Errors and Omissions Liability Coverage Part for the sum of all:

- a. "damages" because of "bodily injury" and "property damage";
- b. "cleanup costs"; and
- c. "defense expenses"

arising out of any one "wrongful act" or series of related "wrongful acts".

- 10. Subject to Paragraph **2.** above the Third Party Pollution Liability Each Pollution Condition Limit is the most we will pay under the Insuring Agreement of the Third Party Pollution Liability Coverage Part for the sum of all:

- a. "damages" because of "bodily injury" and "property damage";
- b. "cleanup costs"; and
- c. "defense expenses"

arising out of any one "pollution condition".

- 11. Subject to Paragraph **2.**, Onsite Cleanup Coverage Each Pollution Condition Limit is the most we will pay under the Onsite Cleanup Coverage Part for the sum of all "cleanup costs" arising out of any one "pollution condition".

12. The Limits of Insurance of this policy apply while this policy is in effect.

13. Subject to the terms and conditions of any separate deductible endorsement(s), which, if inconsistent with the provisions of this section, shall control, the Deductible Amount as stated in the Declarations shall apply as follows:

a. With respect to the Commercial General Liability Coverage Parts:

(1) if the Deductible Amount is on an each "claim" basis, the Deductible Amount shall apply to all payments for "damages", medical expenses and "defense expenses" made because of "bodily injury" sustained by any one person or "property damage" sustained by any one person or organization, as a result of any one "occurrence", or, in the case of medical payments, arising out of any one accident; and, with respect to "personal and advertising injury", to all payments for "damages" and "defense expenses" made because of "personal and advertising injury" sustained by any one person or organization;

(2) if the Deductible Amount is on an each "occurrence" basis, the deductible amount shall apply to all payments for "damages", medical expenses and "defense expenses" made because of all "bodily injury" or "property damage" as a result of any one "occurrence", or, in the case of medical expenses, arising out of any accident; and with respect to "personal and advertising injury", to all payments for "damages" and "defense expenses" made because of "personal and advertising injury" sustained by any one person or organization;

and

(3) The Deductible Amount shall first be applied to "defense expenses". Any remaining amount of the Deductible after payment of "defense expenses" shall be applied to "damages" and medical expenses.

b. With respect to the Insuring Agreement(s) of the Contractors Pollution Liability Occurrence or Claims Made Coverage Parts, and the Third Party Pollution Liability Coverage Part :

(1) the Deductible Amount applies to all payments for "damages" because of "bodily injury" or "property damage", "cleanup costs" and "defense expenses" made because of each "pollution condition"; and

(2) the Deductible Amount can be applied, at our option, to any combination of "defense expenses", "cleanup costs" or "damages" arising out of such "pollution condition".

c. With respect to the Insuring Agreement of the Errors and Omissions Liability Coverage Part;

(1) the Deductible Amount applies to all payments for "damages" because of "bodily injury" or "property damage", "cleanup costs" and "defense expenses" made because of each "wrongful act" or series of related "wrongful acts";

(2) the Deductible Amount can be applied, at our option, to any combination of "defense expenses", "cleanup costs" or "damages" arising out of such "pollution condition".

- d. With respect to the Insuring Agreement of the Onsite Cleanup Coverage Part, the Deductible Amount applies to all payments for “cleanup costs” because of each “pollution condition”.
- e. All Deductible Amounts, including any “defense expense” component, are included within and reduce the Limits of Insurance set forth above. With respect to the Commercial General Liability Coverage Parts, “defense expenses” are included within and reduce the Deductible Amount, but once the Deductible Amount has been exhausted, “defense expenses” thereafter incurred are no longer within and do not reduce the Limits of Insurance.

With respect to any of the Deductible Amounts described above, we, at our sole election and option, may:

- (1) Pay any part or all of the Deductible Amount to effect settlement of any “claim” or “suit”, and upon notification of the action taken, you shall promptly reimburse us for such the Deductible Amount that has been paid by us; and
- (2) Upon receipt of notice of any “claim” or at any time thereafter, call upon you to pay or deposit with us all or any part of the Deductible Amount, to be held and applied by us as herein provided.

SECTION V - COMMON EXCLUSIONS

The following exclusions apply to all Coverage Parts attached to this Policy except where specifically noted:

This Policy does not apply to “damages”, “defense expenses”, “cleanup costs”, or any loss, cost or expense, or any “claim” or

“suit”:

1. Aircraft, Auto Rolling Stock Or Watercraft

Based upon or arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto”, rolling stock, rail car, locomotive or watercraft owned or operated by or rented or loaned to, or in the control of, any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if:

- a. The “claim” against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another by that insured, or if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto”, rolling stock, rail car, locomotive or watercraft that is owned or operated by or rented or loaned to any insured; or
- b. The “occurrence” or “pollution condition” takes place after “loading or unloading” is completed, regardless of whether the aircraft, “auto”, rolling stock, rail car, locomotive or watercraft is or was owned or operated by or rented or loaned to, or in the control of any insured; or
- c. The “occurrence” or “pollution condition” is included in the “products-completed operations hazard”.

This exclusion does not apply to:

- a. A watercraft while ashore on premises you own or rent;

- b. A watercraft you do not own that is:
 - (1) Less than twenty-six (26) feet long; and
 - (2) Not being used to carry persons or property for a charge;
- c. Parking an "auto" on, or on the roadway near premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- d. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- e. "Bodily injury" or "property damage" arising out of:
 - (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

2. Contractual Liability

Based upon or arising out of any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages":

- a. That the insured would have in the absence of the contract or agreement; or

- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney's fees and necessary litigation expenses incurred by or for a party other than an insured shall be deemed to be "damages" because of "bodily injury" or "property damage", and not "defense expenses" if:
 - (1) Liability to such party for, or for the cost of, that party's defense has also been assumed by the insured in the same "insured contract"; and
 - (2) Such attorney's fees and litigation expenses are: (i) for defense of that party against a "suit"; and (ii) recovered in a "suit" by that party against the insured.

3. Criminal, Fraudulent Or Dishonest Acts

Based upon or arising out of:

- a. Any criminal, fraudulent, or dishonest act, omission or offense committed by the insured. But with respect to only the Errors and Omissions Liability Coverage Part, we shall defend any allegations concerning this item **a.**, against the insured, if such allegations involve a "claim" to which this insurance otherwise applies, until judgment or other final adjudication establishes, or if such insured admits, that such act, omission or offense was committed, or personally acquiesced in, by such insured;
- b. Any act, omission or offense committed by the insured with

knowledge of its wrongful nature or with the intent to cause damage;

- c. The obtaining by the insured of any profit, gain or advantage to which the insured is not legally entitled; or
- d. Violation of the provisions of the Racketeer Influenced and Corrupt Organization Act 18 U.S.C. Sections 1961 et seq. by the insured.

4. Capital Expenditure

Based upon or arising out of any expenditure or improvement that would qualify as a "capital expenditure".

5. Expected Or Intended Injury

Except as provided in 3. above, based upon or arising out of "bodily injury" or "property damage" or any "pollution condition" that was expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

6. Cross Suits

Brought by any Named Insured against any other Named Insured.

7. Employer's Liability

Based upon or arising out of "bodily injury" to:

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

Paragraph a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and this exclusion also applies to any obligation to share "damages" with or repay another who may be liable to pay "damages" because of the injury.

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

8. Employment-Related Practices

Based upon or arising out of any:

- a. Refusal to employ a person;
- b. Termination of a person's employment; or
- c. Employment-related practices, policies, acts or omissions, including, but not limited to, allegations of discrimination by any insured against any person on the basis of age, color, race, sex, creed, national origin, marital status, handicap, physical disability, sexual preference, or allegations of coercion, demotion, negative performance evaluation, reassignment, discipline, defamation, harassment, humiliation, assault, or battery; or
- d. Liability to the spouse, child, parent, brother or sister of that person as a consequence of an injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and this exclusion also applies to any obligation to share "damages" with or repay another who

may be liable to pay “damages” because of the injury.

9. Executive Officer

Based upon or arising out of the serving by any insured as an “executive officer”, director, partner, trustee or “employee” of an organization, partnership, joint venture, limited liability company, trust or other business enterprise that is not named in the Declarations.

10. Nuclear Energy Liability

- a. Involving any insured who is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Involving the “hazardous properties” of “nuclear material” and with respect to which:
 - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- c. Under any medical payments coverage, involving expenses incurred with respect to “bodily injury” resulting from the “hazardous

properties” of “nuclear material” and arising out of the operation of a “nuclear facility” by any person or organization.

- d. Under any liability coverage, involving “bodily injury” or “property damage” resulting from “hazardous properties” of “nuclear material”, if:

(1) The “nuclear material”:

(a) is at any “nuclear facility” owned by, or operated by or on behalf of, an insured; or

(b) has been discharged or dispersed therefrom;

(2) The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The “bodily injury” or “property damage” arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this item c. applies only to “property damage” to such “nuclear facility” and any property thereat.

As used in this exclusion only, “property damage” includes all forms of radioactive contamination of property.

11. Other Enterprises

Against any organization, partnership, joint venture, limited liability company,

trust or other business enterprise that is not named in the Declarations, or included Section III – Who Is An Insured, or otherwise included by endorsement to this policy.

12. Workers Compensation And Similar Laws

- a. Based upon or arising out of any obligation of any insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law, including without limitation, "bodily injury" to any person, whether or not an "employee" of any insured.

Exclusions 1., 7. and 12. above, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions and indicated in the Declarations.

13. Distribution or Disclosure of Material in Violation of Statutes

Based upon or arising out of any act or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information;

- d. The Fair and Accurate Credit Transactions Act of 2003 (FACTA), including any amendment of or addition to such law; or
- e. Any statute, ordinance or regulation other than FACTA that prohibits, restricts or governs the disclosure of material to prevent or minimize identity theft.

14. Punitive or Multiplied Damages

For punitive damages or the multiplied portion of treble or other multiplied damages, or that arise out of that portion of any "claim" or "suit" seeking or awarding punitive damages or the multiplied portion of treble or other multiplied damages.

SECTION VI -COMMON CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy, but in no event shall such bankruptcy or insolvency obligate us to pay any part or all of any applicable Deductible or Self Insured Retention, or otherwise impose any obligation on us under this Policy before the Deductible or any Self Insured Retention is satisfied.

2. Cancellation And Nonrenewal

The following provisions regarding cancellation and nonrenewal apply except to the extent that they, or any of them, are inconsistent with state laws or regulations applicable to surplus lines insurers, in which event, they will be deemed amended to be in conformity with such laws or regulations. This Policy may be cancelled by the First Named Insured by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation shall be effective. We may cancel or

decide not to renew this Policy by mailing a written notice to the First Named Insured at the address shown in the Declarations of this Policy. The mailing of notice of cancellation shall be sufficient notice, and the effective date of cancellation stated in such notice shall be deemed to constitute the end of the "policy period". The effective dates of such cancellation shall be not less than thirty (30) days (ten (10) days for non-payment of premium) following mailing of the notice of cancellation to the First Named Insured.

Hand delivery of such written notice either by the First Named Insured or by us (or by either's designee) shall be equivalent to mailing. If this Policy is issued to comply with any law or regulation that requires notice of cancellation or nonrenewal to any governmental body, cancellation or nonrenewal shall not be effective until the required notice has been provided by you or us.

This Policy is subject to a ten percent (10%) short rate penalty if you cancel the Policy or if we cancel the Policy because of your non-payment of premium. We will treat your failure to timely reimburse us for any Deductible Amount to constitute non-payment of premium. Subject to such short-rate penalty, the applicable unearned premium shall be returned to the First Named Insured as soon as practicable following the effective date of the cancellation. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of the effective date of the cancellation. If we cancel this Policy for any reason other than for non-payment of premium, we will return to you the pro rata amount of the unearned premium.

3. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured shown in the Declarations is the only insured authorized to request changes in the terms of this Policy. Any changes in the terms of this Policy must be made with our consent. This Policy's terms can be amended or waived only by an endorsement issued by us and made a part of this Policy.

4. Duties In The Event Of An Occurrence, Offense, Wrongful Act Or Pollution Condition

You and any other involved insured must see to it that we are notified, in writing, as soon as practicable of an "occurrence", offense, "wrongful act" or "pollution condition" which may result in a "claim" or "suit" against any insured. To the extent possible, such written notice to us should include:

- (1) How, when and where the "occurrence", offense, "wrongful act" or "pollution condition" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence", offense, "wrongful act" or "pollution condition".

5. Duties In The Event Of A Claim Or Suit

The duties outlined in this Condition apply only to the following Coverage Parts: Commercial General Liability Occurrence, Commercial General Liability Claims Made, Contractors Pollution Liability Occurrence, Contractors Pollution Liability Claims

Made, Errors and Omissions Liability, and Third Party Pollution Liability, respectively:

- a. If a "claim" is received by, or "suit" is brought against, any insured, you and any other involved insured must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received;
 - (2) Notify us, in writing, as soon as practicable of the receipt of the "claim" or the bringing of the "suit";
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured.
- b. No insured may, 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.

6. Duties In The Event Of A Potential Claim

If: (1) during the "policy period" you first become aware of an "occurrence", offense, "wrongful act" or "pollution condition" that reasonably may result in a "claim" against you; and (2) such "occurrence", offense, "wrongful act" or

"pollution condition" did not occur before the Retroactive Date, then you must provide written notice to us about that "occurrence", offense, "wrongful act" or "pollution condition" during the "policy period". If such notice is received by us during the "policy period", and this Policy has not been renewed upon expiration of the "policy period", then any "claim" made against you after the "policy period" resulting from that "occurrence", offense, "wrongful act" or "pollution condition" shall be deemed, for the purposes of the Commercial General Liability Claims Made Coverage Part, the Contractors Pollution Liability Claims Made Coverage Part, the Errors and Omissions Liability Coverage Part and the Third Party Pollution Liability Coverage Part, to have been made on the date such written notice is received by us. This provision shall not apply to "occurrences", offenses, "wrongful acts", "pollution conditions" or potential "claims" of which you or any insured first became aware or reported during any Extended Reporting Period.

If you notify us of that "occurrence", offense, "wrongful act" or "pollution condition", then such notice must include:

- a. A description of the "occurrence", offense, "wrongful act" or "pollution condition" that took place including the date and where it occurred;
- b. The names and addresses of any persons involved and any witnesses;
- c. The nature and location of any damage that has or may result from the "occurrence", offense, "wrongful act" or "pollution condition"; and
- d. Why any insured believes that the "occurrence", offense, "wrongful act" or "pollution condition" may result in a "claim".

7. Headings

The description contained within the headings and subheadings of this Policy are provided solely for convenience. The headings form no part of the terms and conditions of coverage provided hereunder.

8. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to our assessment of insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

9. Legal Action Against Us

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Policy 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 Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

10. Multiple Coverages Limitation

If one or more of the Contractors Pollution Liability Occurrence Coverage Part, the Contractors Pollution Liability Claims Made Coverage Part, the Errors and Omissions Liability Coverage Part, the Third Party Pollution Liability Coverage Part or the Onsite Cleanup Coverage Part of this Policy apply to an "occurrence", offense, "wrongful act" or "pollution condition" or related "occurrences", offenses, "wrongful acts" or "pollution conditions", then the Commercial General Liability Occurrence or Claims Made Coverage Part shall not apply to the same or related "occurrences", offenses, "wrongful acts" or "pollution conditions".

If more than one Coverage Part of this Policy, or any other policy issued to any insured by us or any of our affiliated companies, applies to the same "occurrence", offense, "wrongful act" or "pollution condition", or applies to related "occurrences", offenses, "wrongful acts" or "pollution conditions", then the maximum limit of insurance under all such Coverage Parts and policies shall not exceed the highest applicable limit of insurance available under any one applicable Coverage Part and the corresponding deductible for that Coverage Part.

This condition does not apply to any insurance policy or Coverage Part issued by us or an affiliated company

specifically to apply as excess insurance over this Coverage Part.

Subject to the terms, conditions and limits of individual Coverage Parts or policies, if we provide coverage to you under successive or overlapping Coverage Parts or policies that apply to more than one policy period, under no circumstances will we or any affiliated company be liable for coverage under more than one such Coverage Part or policy with respect to any continuous, progressive, repeated, intermittent or related "occurrence", offense, "wrongful act" or "pollution condition".

11. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under one or more of the Commercial General Liability Occurrence or Claims Made Coverage Parts, the Contractors Pollution Liability Occurrence or Claims Made Coverage Parts, the Errors and Omissions Liability Coverage Part, the Third Party Pollution Liability Coverage Part or the Onsite Cleanup Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

(1) Where any Coverage Part or coverage form attached hereto provides coverage on a claims-made and reported basis, such coverage is excess over, and shall not contribute with, any

other insurance, whether primary, excess, contingent or on any other basis:

(a) That is effective prior to the beginning of the "policy period" shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" on other than a claims-made basis, if:

(i) No Retroactive Date is shown in the Declarations of this insurance; or

(ii) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;

(b) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";

(c) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(d) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(e) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion 1.

(2) Where any Coverage Part or coverage form attached hereto provides coverage on other than

a claims-made and reported basis, such coverage is excess over, and shall not contribute with, any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion 1.
- (3) Any other primary insurance available to you covering liability for "damages" arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty, under any Coverage Part, to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those

other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method of Sharing

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

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

12. Premium Audit

- a. We will compute all premiums for this Policy in accordance with our

rules and rates.

- b. Premium shown in this Policy 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 premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the "policy period" is greater than the earned premium, we will return the excess to the First Named Insured.
- c. Audits will not reduce the minimum retained premium. The due date for audit premiums is the date shown as the due date on the bill.
- d. 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.

13. Premiums

This policy is subject to a minimum retained premium. The First Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

14. Representations

By accepting this Policy, you agree that:

- a. All of the information and statements provided to us by you are true, accurate and complete. This Policy has been issued in reliance upon the truth and accuracy of those representations;

- b. No concealment, misrepresentation or fraud in the procurement of this Policy shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which, if known by us, would have led us to refuse to enter into this contract with its current terms, conditions or pricing, or to provide coverage for a "claim" hereunder, will be deemed material; and
- c. Material concealment, misrepresentation or fraud may result in the denial of all insurance benefits under this Policy.

15. Separation Of Insureds

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured who becomes legally obligated to pay "cleanup costs" or against whom "claim" is made or "suit" is brought.

16. Transfer Of Rights And Duties Under This Policy

The insured's rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual named insured.

If any insured dies, that insured's rights and duties will be transferred to that insured's legal representative but only while acting within the scope of duties as legal representative. Until that insured's legal representative is

appointed, any one having proper temporary custody of that insured's property will have that insured's rights and duties but only with respect to that property.

17. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Policy, those rights are transferred to us, and may, at our discretion, be enforced by us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them, but we do not have any obligation to enforce those rights.

18. Fraudulent Acts

If the insured commits fraud in proffering any "claim", this insurance shall become void from the date such fraudulent "claim" is proffered.

19. Assignment of Interest Limitation

Assignment of interest under this Policy shall not bind us unless we agree and endorse the assignment onto this Policy.

SECTION VII-COMMON DEFINITIONS

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

- b. Only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters are considered an "advertisement".

2. "Applicable laws" means the Comprehensive Environmental Response, Compensation and Liability Act, commonly known as CERCLA, (42 U.S.C. § 9601 et seq.); the Resource Conservation and Recovery Act, commonly known as RCRA, (42 U.S.C. § 6901 et seq.); the Federal Water Pollution Control Act, (33 U.S.C. § 1251 et seq.); the Clean Air Act, (42 U.S.C. § 7401 et seq.), the Occupational Safety and Health Act of 1970, (29 U.S.C. § 651 et seq.), and all other federal, state and local laws that regulate "pollution conditions" or the handling of "pollutants".

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; and
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish and death resulting from any of these at any time.
5. "Capital expenditure" means either money voluntarily spent or a charge voluntarily incurred, for additions or improvements to, or equipment for, your "location" or any part thereof. "Capital

expenditure” includes, but is not limited to, money spent or a charge incurred for the purpose of complying with any order or request of any regulatory agency that is intended, in whole or in part, to prevent or mitigate future “pollution conditions”.

6. “Claim”:

- a. With respect to the Commercial General Liability Occurrence Coverage Part, the Commercial General Liability Claims Made Coverage Part and the Errors and Omissions Liability Coverage Part, means a demand for “damages”.
- b. With respect to the Contractors Pollution Liability Occurrence and Claims Made Coverage Parts and the Third Party Pollution Liability Coverage Part, means a request or a demand for “damages” or “cleanup costs”. “Claim” also includes any directive, order, or requirement of, court order issued by, or “suit” brought by the Government of the United States, Canada, or any local, State or Provincial Government entity of the United States of America or Canada duly acting under the authority of any law related to the protection of the environment.

7. “Cleanup costs” means expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any “pollutants”.

The cleanup is deemed to be complete, and we will have no further obligation to pay for “cleanup costs” upon final approval from the supervising governmental authority or upon satisfaction of the requirements identified within the American Society of Testing and Materials Guide For Risk

Based Corrective Action, which ever first occurs.

“Cleanup costs” does not include a “capital expenditure”.

8. “Coverage territory” means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) “Personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication

provided the insured’s responsibility to pay “damages” is determined in a “suit” on the merits, in the territory described in a. above or in a settlement we agree to.

9. “Damages” means the monetary amount of any judgment, award or settlement that an insured becomes legally obligated to pay as a result of a “claim” or “suit”. “Damages” does not include “cleanup costs”, equitable or non-pecuniary relief, disgorgement of profits, sanctions, fines or penalties.

10. “Defense expenses” means, with respect to any “claim”, “occurrence”, “wrongful act” or “pollution condition” that we investigate or settle, or any “suit” against an insured we defend:

- a. all expenses we incur;
- b. the cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
- c. all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim” or “suit”, including actual loss of earnings up to \$250 a day because of time off from work;
- d. all costs taxed against the insured in the “suit”;
- e. prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer;
- f. all interest on the amount of any judgment that we pay which accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- g. those amounts paid by us under **2a.** through **2f.** of Section **II** – Defense Expenses.

“Defense expenses” do not include:

- a. Any fines or penalties whether administrative, civil or criminal;
- b. Salary costs of our employees; or

c. Those sums that are deemed to be “damages” because of “bodily injury” or “property damage”, and not “defense expenses” under Section **V- Common Exclusions**, paragraph **2.** – Contractual Liability.

11. “Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

12. “Employee”:

- a. With respect to the Commercial General Liability Occurrence and Claims Made Coverage Parts, the Contractors Pollution Liability Occurrence and Claims Made Coverage Parts and the Third Party Pollution Liability Coverage Part, “employee” includes “leased workers”. “Employee” does not include “temporary workers”.
- b. With respect to the Errors and Omissions Liability Coverage Part, “employee” includes “leased workers” and “temporary workers” but solely for “professional services” performed on your behalf and under your direct supervision.

13. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

14. “Hazardous properties” includes radioactive, toxic or explosive properties.

15. “Hostile fire” means one which becomes uncontrollable or breaks out from where it was intended to be.

16. “Impaired property” means tangible

property, other than “your product” or “your work”, that cannot be used or is less useful because:

- a. It incorporates “your product” or “your work” that is known or suspected to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of “your product” or “your work”; or
- b. Your fulfilling the terms of the contract or agreement.

17. “Insured contract” means:

- a. A contract for a lease of premises. However, that portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you is not an “insured contract”;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under

which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations, within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, opinions, reports, surveys, field orders, change orders, or drawings or specifications; or
 - (b) Giving directions or instructions, or failing to give them; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render “professional services”, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

18. “Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased

worker” does not include a “temporary worker”.

19. “Loading or unloading” means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, rolling stock, rail car, locomotive, watercraft or “auto”;
- b.** While it is in or on an aircraft, rolling stock, rail car, locomotive, watercraft or “auto”; or
- c.** While it is being moved from an aircraft, rolling stock, rail car, locomotive, watercraft or “auto” to the place where it is finally delivered;

but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, rolling stock, rail car, locomotive, watercraft or “auto”.

20. “Location(s)” means the specific location(s) designated in an endorsement to the Third Party Pollution Liability Coverage Part or the Onsite Cleanup Coverage Part.

21. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide

mobility to permanently mounted:

- (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical explorations, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

- 22. "Mold" means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents, or byproducts resulting therefrom regardless of whether they are proved to cause disease, injury or damage.

- 23. "Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste";
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- 24. "Nuclear material" means "source material", "special nuclear material" or "by-product material".

- 25. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

- 26. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

- 27. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 28.** "Policy period" means the period shown in the Declarations, unless cancelled, in which event, the "policy period" ends on the date that such cancellation is effective.
- 29.** "Pollutants" mean any solid, liquid, gaseous, thermal or biological irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste and any matter that by its presence, corrupts, defiles, contaminates or is harmful to the soil, air, or water, living things or the environment. Waste includes materials to be recycled, reconditioned or reclaimed.

It is understood that any substance or matter that is a "pollutant" does not lose its status as a "pollutant" because: (1) such substance or matter has, or may have, a useful function or purpose; or (2) the release, threatened release or presence of such substance or matter in any locale is not regulated, prohibited, remedied by, or the subject of, one or more "applicable laws".

- 30.** "Pollution condition" means the discharge, dispersal, seepage, migration, release, escape, presence or movement of "pollutants".
- Two or more "pollution conditions" arising out of the same or related acts of discharge, dispersal, seepage, migration, release, escape or movement of "pollutants" shall be deemed to be a single "pollution condition".
- 31.** "Products-completed operations hazard":

- a. With respect to the Commercial

General Liability Coverage Part, includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work"; or

- b. With respect to the Contractors Pollution Liability Coverage Part, includes all "bodily injury" and "property damage" occurring away from premises you own or rent and caused by "pollution conditions" arising out of "your product" or "your work";

Except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- c. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products--completed operations are subject to the Policy Aggregate limit.
- 32.** "Professional services" means those functions performed for others by you or by others on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory or construction manager.
- 33.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

- 34.** "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment thereof.
- 35.** "Spent fuel" means any fuel element or fuel component, solid or liquid, which

has been used or exposed to radiation in a "nuclear reactor".

- 36.** "Suit" means a civil proceeding in a court of a state or the United States in which the person instituting such proceeding seeks "cleanup costs" or "damages" for "bodily injury", "property damage", or "personal and advertising injury". "Suit" includes:
- a. An arbitration proceeding in which such "damages" or "cleanup costs" are sought and to which the insured submits with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" or "cleanup costs" are sought and to which the insured submits with our consent.

Solely as it relates to the Third Party Pollution Liability Coverage Part, "suit" does not include:

- a. Any request or demand that is not presented in the course of a civil proceeding before a court acting as an adjudicatory body; or
 - b. Any notice from any governmental agency stating that any insured is or may be a party responsible for "damages" or "cleanup costs".
- 37.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

38. "Your Product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
39. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

40. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for such person's work performed for you.
41. "Waste" means any waste material:
- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any are processed primarily for its "source material" content; and
 - b. Resulting from the operation by any person or organization of any "nuclear facility" included under subparts (a) and (b) of the definition of "nuclear facility".
42. "Wrap-up or Owner Controlled Insurance Plan" means a single insurance and loss control program for parties involved in a project, including the owners, administrators, contractors and subcontractors, which is controlled and authorized by the owner, construction manager, general contractor or financing administrator, and is applicable to one or more defined work sites. Such program includes, but is not limited to, workers' compensation and employers' liability, commercial general liability, umbrella and excess liability, builders' risk, architects' and engineers' errors and omissions liability, and environmental liability.
43. "Wrongful act" means an act, error or omission in the rendering or failure to render "professional services" by any insured covered under the Insuring Agreement of the Errors and Omissions Liability Coverage Part (EN0025).

SECTION VIII - EXTENDED REPORTING PERIODS

The following provisions apply only to the following Claims Made Coverage Parts: Commercial General Liability Claims Made, Contractors Pollution Liability Claims Made, Errors and Omissions Liability, and Third Party Pollution Liability:

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This insurance is canceled or not renewed by us for any reason except non-payment of premium; or
 - b. We renew or replace this Coverage Part with other insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations applicable to this Coverage Part; and
 - (2) Provides claims-made coverage for "bodily injury", "property damage" and "personal and advertising injury"; or
 - c. We replace this Coverage Part with other insurance that applies to "bodily injury", "property damage", "personal and advertising injury", or "cleanup costs" on other than a claims-made basis.

However, there shall be no entitlement to this extension if cancellation or non-renewal is due to your:

- a. Failure to comply with the terms and conditions of this Policy; or
 - b. Misrepresentation, concealment or fraud.
2. Extended Reporting Periods do not extend the "policy period", or change the scope of coverage provided, or reinstate or increase the Limits of Insurance. Extended Reporting Periods apply only to "claims" for:

- a. "Bodily injury" or "property damage" that occurs before the end of the "policy period", but not before the Retroactive Date, if any, and shown in the Declarations;
- b. "Personal and advertising injury" caused by an offense committed before the end of the "policy period", but not before the Retroactive Date, if any, and shown in the Declarations; or
- c. "Cleanup costs" caused by a "pollution condition" existing before the end of the "policy period", but not existing before the Retroactive Date, if any, and shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A ninety (90) day Basic Extended Reporting Period is automatically provided without additional charge. The Basic Extended Reporting Period starts with the end of the "policy period". In order to benefit from the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if purchased, all "claims" must be duly reported to us, in writing, in accordance with Section VI – Common Conditions, 5. Duties In The Event Of A Claim Or Suit within the Common Provisions, and reported to us within the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if purchased.

The Basic Extended Reporting Period does not apply to "claims" for "damages" or "cleanup costs" that are covered under any subsequent insurance you purchase, or that would apply but for exhaustion of the amount of insurance applicable to such "claims".

4. A Supplemental Extended Reporting Period is available, but only by

endorsement and for an extra charge. We will determine the additional premium in accordance with our rules and rates. In doing so we may take into account, without limitation, the following:

- a. The risks to be insured;
- b. Previous types and amounts of insurance;
- c. Amounts paid or reserved under this Policy;
- d. Your "claims" history; and
- e. Other factors that, in our judgment, may be appropriate.

The additional premium will not exceed two hundred percent (200%) of the total annual premium for this Coverage Part to which the Endorsement for the Supplemental Extended Reporting Period would be attached and will be fully earned and non-refundable when the Endorsement takes effect.

5. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends, and terminates twenty-four (24) months after the end of the Basic Extended Reporting Period.

You must give us a written request for the Supplemental Extended Reporting Period Endorsement prior to the end of the "policy period". The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium within thirty (30) days of making your request for the Supplemental Extended Reporting Period Endorsement.

6. The Supplemental Extended Reporting Period endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a

provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectable insurance available to the insured, whether primary, excess, contingent or on any other basis whose policy period begins or continues after the Supplemental Extended Reporting Period starts.

7. Once purchased, we are not obligated to extend or renew any Supplemental Extended Reporting Period.

Neither the Basic Extended Reporting Period nor the Supplemental Extended Reporting Period, if purchased, reinstates or increases the Limits of Insurance.

COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE PART

PROVISIONS

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

All exclusions, conditions or definitions contained within this Coverage Part are provided in addition to any applicable exclusions, conditions and definitions provided within the Common Provisions which are incorporated in this Coverage Part and to which this Coverage Part is attached.

SECTION I - INSURING AGREEMENTS

1. Insuring Agreement A - Bodily Injury And Property Damage

- a. We will pay, in excess of the Deductible shown in the Declarations, those sums that the insured becomes legally obligated to pay as "damages" for "bodily injury" or "property damage" to which this insurance applies. We may, at our discretion, investigate any "occurrence" and settle any "claim" or "suit" that may result. But the amount we will pay for "damages" is limited as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section I – Defense or Section II – Defense Expenses within the Common Provisions.

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

all of the following conditions are met:

- (1) Before the "policy period", no insured had knowledge of any "occurrence" that could reasonably give rise to a "claim" under this Policy;
- (2) Neither the "claim" for that "bodily injury" or "property damage", nor the "occurrence" resulting in that "bodily injury" or "property damage" were reported under any policy in effect before the "policy period" or disclosed in the application for this Policy;
- (3) No fact, incident or circumstance involving an "occurrence" or offense that reasonably would have resulted in a "claim" for that "bodily injury" or "property damage" was reported under any policy in effect before the "policy period" or disclosed in the application for this Policy;
- (4) That "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (5) That "bodily injury" or "property damage" first occurs during the "policy period"; and
- (6) A "claim" for "damages" for that "bodily injury" or "property damage" is made against any insured and reported to us in accordance with the provisions set forth in Section VI Common Conditions, 5. Duties In The

Event Of A Claim Or Suit within the Common Provisions.

or disclosed in the application for this Policy;

2. Insuring Agreement B - Personal And Advertising Injury

a. We will pay, in excess of the Deductible shown in the Declarations, those sums that the insured becomes legally obligated to pay as “damages” for “personal and advertising injury” to which this insurance applies. We may, at our discretion, investigate any offense and settle any “claim” or “suit” that may result. But the amount we will pay for “damages” is limited as described in Section IV -Limits Of Insurance And Deductible within the Common Provisions.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section I – Defense or Section II – Defense Expenses within the Common Provisions.

b. This insurance applies to “personal and advertising injury” only if all of the following conditions are met:

- (1) Before the “policy period”, no insured had knowledge of any offense that could reasonably give rise to a “claim” under this Policy;
- (2) The “claim” for that “personal and advertising injury” was not reported under any policy in effect before the “policy period” or disclosed in the application for this Policy;
- (3) No fact, incident or circumstance involving an “occurrence” or offense that reasonably would have resulted in a “claim” for that “personal and advertising injury” was reported under any policy in effect before the “policy period”

- (4) The offense out of which the “claim” arises first took place during the “policy period”;
- (5) The “personal and advertising injury” is caused by an offense committed in the “coverage territory”; and
- (6) A “claim” for “damages” for the “personal and advertising injury” is made against any insured and reported to us in accordance with the provisions set forth in Section VI -Common Conditions, 5. Duties In The Event Of A Claim Or Suit within the Common Provisions.

3. Insuring Agreement C - Medical Payments

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

Provided that:

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

b. We will make these payments regardless of fault. These payments will not exceed the limits of insurance stated in the Declarations. We will pay reasonable expenses for:

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

Medical Payments do not apply to any medical expenses for patients, clients, or residents of the Named Insured.

SECTION II - ADDITIONAL EXCLUSIONS

1. The following additional exclusions apply to Insuring Agreement **A** - Bodily Injury And Property Damage and Insuring Agreement **B** - Personal And Advertising Injury in addition to those contained within the Common Provisions:

This Policy does not apply to “damages”, “defense expenses”, “cleanup costs”, or any loss, cost or expense, or any “claim” or “suit”:

a. Mold

- (1) Based upon or arising out of any actual, alleged or threatened contact with, exposure to, or inhalation, ingestion, absorption, discharge, dispersal seepage, migration, release, escape, presence, growth or reproduction of “mold”;
- (2) Involving any:
 - (a) Request, demand, order or statutory or regulatory

requirement that any insured or others test for, monitor, clean up, remove, abate, mitigate, remediate, dispose of, contain, treat, detoxify or neutralize, or in any way respond to, or assess the concentration or effects of “mold”; or

- (b) Testing for, monitoring, cleaning up, removing, abating, mitigating, remediating, disposing of, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the concentration or effects of “mold”.

Items (2)(a) and (2)(b) above apply, without limitation, to any actual or alleged supervision, instructions, recommendations, warnings or advice given or which should have been given by any insured or others with respect to the actions described in (2)(a) and (2)(b) above.

This Exclusion applies to:

- (a) “Bodily injury”, “property damage” and “personal and advertising injury” regardless of whether such coverage is included within the “products-completed operations hazard”;
- (b) Any obligation to share “damages” with or repay someone else who must pay “damages”; and
- (c) “Mold” existing, emanating from or moving anywhere indoors or outdoors.

b. Recall Of Products, Work or Impaired Property

Based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

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

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

This Exclusion does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions and indicated in the Declarations.

c. Professional Services

Based upon or arising out of any insured's rendering or failure to render "professional services".

d. Electronic Data

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

e. Pollution-Related

- (1) For "bodily injury", "property damage" or "personal and advertising injury" based upon or arising out of the actual, alleged or threatened discharge,

dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured, However, this subparagraph does not apply to:

- i "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- ii "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- iii "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- i** Any insured; or
- ii** Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- i** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold,

store or receive them, This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- ii** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- iii** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way

respond to, or assess the effects of, "pollutants"; or

- (2) Based upon or arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (3) By or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

Paragraphs (2) and (3) do not apply to liability for "damages" because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such "claim" or "suit" by or on behalf of a governmental authority.

- 2. The following additional exclusions apply to Insuring Agreement A - Bodily Injury And Property Damage in addition to those contained within the Common Provisions:

Insuring Agreement A does not apply to "damages", "defense expenses", or any loss, cost or expense, or any "claim" or "suit" for:

a. Asbestos

"bodily injury" or "property damage" based upon or arising out of:

- (1) Asbestos, asbestos fibers, asbestiform talc or any material or substances containing

asbestos, asbestos fibers or asbestiform talc, or exposure to asbestos, asbestos fibers or asbestiform talc in any form, or any asbestos related injury, including but not limited to, asbestosis mesothelioma and bronchogenic carcinoma; or

- (2) The use, exposure, presence, existence, detection, removal, elimination or avoidance, in any building or structure, the atmosphere or any other part of the environment, building or structure of asbestos, asbestos fibers, asbestiform talc or any material or substances containing asbestos, asbestos fibers or asbestiform talc.

b. Damage To Impaired Property Or Property Not Physically Injured

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

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

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

c. Damage To Property

"Property damage" arising out of:

- (1) Property you own, rent, or occupy, including, without limitation, any costs or expenses

incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, or the prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of such premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions and stated in the Declarations.

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

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

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

d. Damage To Your Product

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

e. Damage To Your Work

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

f. Lead Contamination

- (1) Bodily injury" arising out of the ingestion, inhalation or absorption of lead;
- (2) "Property damage" arising out of lead;
- (3) Any loss, cost or expense arising out of any request, demand or order that any insured or any person test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- (4) Any loss, cost or expense arising out of any "claim" or "suit" for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

g. Mobile Equipment

“Bodily injury” or “property damage” arising out of:

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

h. Personal And Advertising Injury

“Personal and advertising injury”.

i. War

“Bodily injury” or “property damage”, however caused, arising out of:

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

j. Wrap-up

“Bodily injury” or “property damage” arising out of any project in which the insured participated for which a “Wrap-up or Owner Controlled Insurance Plan” was provided.

3. The following additional exclusions apply to Insuring Agreement **B** - Personal And Advertising Injury in

addition to those contained within the Common Provisions:

Insuring Agreement **B** does not apply to “damages”, “defense expenses”, or any loss, cost or expense, or any “claim” or “suit”:

a. Breach Of Contract

Based upon or arising out of a breach of contract, except an implied contract to use another’s advertising idea in your “advertisement”.

b. Electronic Chatrooms Or Bulletin Boards

Based upon or arising out of electronic chatroom or bulletin board that the insured hosts, owns, or over which the insured exercises control.

c. Infringement Of Copyright, Patent, Trademark Or Trade Secret

Based upon or arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights, including, without limitation, false patent marking and provisional or royalty rights from or during any period from the date of filing of the application for patent to the date of issuance as a patent.

However, this exclusion does not apply to infringement, in your “advertisement”, of copyright, trade dress or slogan.

d. Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content

or websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs **a.**, **b.** and **c.** of the definition of “personal and advertising injury”.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

e. Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”.

f. Material Published Prior To Policy Period

Based upon or arising out of oral or written publication of material whose first publication took place before the “policy period”.

g. Material Published With Knowledge Of Falsity

Based upon or arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

h. Quality Or Performance Of Goods - Failure To Conform To Statements

Based upon or arising out of the failure of goods, products or services to conform with any statement of

quality or performance made in your “advertisement”.

i. Unauthorized Use Of Another’s Name Or Product

Based upon or arising out of the unauthorized use of another’s name, product or designation of origin in your e-mail address, domain name or metatag, or any other similar acts to mislead another’s potential customers.

j. Wrong Description Of Prices

Based upon or arising out of the wrong description of the price of goods, products or services stated in your “advertisement”.

- 4.** The following exclusions apply to Insuring Agreement **C** - Medical Payments in addition to those contained within the Common Provisions:

We will not pay expenses for “bodily injury”:

a. Any Insured

To any insured, except “volunteer workers”.

b. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

c. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

d. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

e. Insuring Agreement A Exclusions

Excluded under Insuring Agreement A.

f. Lead Contamination

To any person injured in any way by lead in any form.

g. Products-Completed Operations Hazard

Included within the “products-completed operations hazard”.

h. War

However caused, arising out of:

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

Occurrence Part and the corresponding deductible for that Coverage Parts.

2. Continuous or Progressive Damage or Injury

“Bodily injury” or “property damage” occurring or existing partly before and partly during the “policy period”, or “personal and advertising injury” arising out of an offense, or arising out of the first of related offenses, committed partly before and partly during the “policy period”, will be deemed to have occurred, existed or been committed before the “policy period”.

If the date cannot be determined upon which such “bodily injury” or “property damage” first occurred or existed, or the date cannot be determined upon which such offense, or the first of related offenses was first committed, then, for the purposes of policies issued by us, such “bodily injury” or “property damage” will be deemed to have occurred or existed, and such offense or the first of related offenses will be deemed to have been committed before the “policy period”.

SECTION III -ADDITIONAL CONDITIONS

1. Non-Stacking Of Limits Of Insurance

If the Limits of Insurance of more than one Commercial General Liability Occurrence Coverage Part issued by us or any of our affiliated companies applies to the same or related “occurrence” or offense, then the maximum Limit of Insurance under all such Commercial General Liability Occurrence Coverage Parts shall not exceed the highest applicable Limits of Insurance available under any one Commercial General Liability

CONTRACTORS POLLUTION LIABILITY OCCURRENCE COVERAGE PART

PROVISIONS

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

All exclusions, conditions or definitions contained within this Coverage Part are provided in addition to any applicable exclusions, conditions and definitions provided within the Common Provisions which are incorporated in this Coverage Part and to which this Coverage Part is attached.

SECTION I - INSURING AGREEMENT

1. Contractors Pollution Liability

a. We will pay, in excess of the Deductible shown in the Declarations, those sums the insured becomes legally obligated to pay:

- (1) As “damages” for “bodily injury” or “property damage”; and
- (2) For “cleanup costs”;

resulting from a “pollution condition” that was caused by an “occurrence” and to which this insurance applies. We may, at our discretion, investigate any “occurrence” or “pollution condition” and settle any “claim” or “suit” that may result. But the amount we will pay is limited as described in Section IV - Limits Of Insurance And Deductible within the Common Provisions.

b. This insurance applies to “bodily injury”, “property damage” and

“cleanup costs” only if all of the following conditions are met:

- (1) Before the “policy period”, no insured had knowledge of any “occurrence” or “pollution condition” that could reasonably give rise to a “claim” under this Policy;
- (2) Neither the “claim” against you for that “bodily injury”, “property damage” or “pollution condition”, nor the “occurrence” resulting in that “bodily injury”, “property damage” or that “pollution condition” were reported under any policy in effect before the “policy period” or disclosed in the application for this Policy;
- (3) No fact, incident or circumstance involving an “occurrence” or “pollution condition” that reasonably would have resulted in a “claim” against you for that “bodily injury” or “property damage” or those “cleanup costs” was reported under any policy in effect before the “policy period” or disclosed in the application for this Policy;
- (4) The “bodily injury”, “property damage” or “cleanup costs” resulted from a “pollution condition” caused by an “occurrence” that took place within the “coverage territory”;
- (5) The “occurrence” arises out of “your work” performed during the “policy period”, or “your product” delivered during the “policy period”, except for “bodily injury”

or “property damage” arising out of the “products-completed operations hazard” of “your product” or “your work”;

- (6) The “bodily injury”, “property damage”, or “pollution condition” resulting in “cleanup costs”, first occurs during the “policy period”; and
- (7) A “claim” for “damages” for that “bodily injury” or “property damage”, or for “cleanup costs” for that “pollution condition” is made against any insured and reported to us in accordance with the provisions set forth in Section VI Common Conditions, 5. Duties In The Event Of A Claim Or Suit within the Common Provisions.

SECTION II - ADDITIONAL EXCLUSIONS

The following additional exclusions apply to the Contractors Pollution Liability Coverage Part in addition to those contained within the Common Provisions:

This Policy does not apply to “damages”, “defense expenses”, “cleanup costs” or any other loss, cost or expense, or any “claim” or “suit”:

1. Damage To Impaired Property Or Property Not Physically Injured

Based upon or arising out of “property damage” to, or “cleanup costs” for, “impaired property” or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
- b. A delay or failure by you or any one acting on your behalf to perform a contract or agreement in accordance

with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.

2. Damage To Property

Based upon or arising out of “property damage” to, or “cleanup costs” for, any real or personal property or facility that, in whole or in part, was rented to, occupied by or in the care, custody and control of any insured at any time. However, this exclusion does not apply to “property damage” associated with real property in which covered contracted operations are or were being performed by any insured.

3. Damage To Your Product

Based upon or arising out of “property damage” to “your product” or any part of it.

4. Damage To Your Work

Based upon or arising out of “property damage” to “your work” or any part of it and included in the “products-completed operations hazard”.

However, this exclusion does not apply:

- a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- b. To the completed operations included in the “products-completed operations hazard” whether performed by you or on your behalf.

5. Professional Services

Based upon or arising out of any insured’s rendering or failure to render

any “professional services”.

However, this exclusion does not apply when an endorsement for specified “professional services” is added to this Coverage Part or where such services are incidental to the designated operations stated on a Designated Operations Coverage Endorsement applicable to this Coverage Part.

SECTION III - ADDITIONAL CONDITIONS

1. Non-Stacking Of Limits Of Insurance

If the Limits of Insurance of more than one Contractors Pollution Liability Occurrence Coverage Part issued by us or any of our affiliated companies applies to the same or related “occurrence” or “pollution condition”, then the maximum Limit of Insurance under all such Contractors Pollution Liability Occurrence Coverage Parts shall not exceed the highest applicable Limits of Insurance available under any one Contractors Pollution Liability Occurrence Coverage Part and the corresponding deductible for that Coverage Part.

2. Continuous or Progressive Damage or Injury

“Bodily injury”, “property damage” or “cleanup costs” resulting from a “pollution condition” occurring or existing partly before and partly during the “policy period” will be deemed to have occurred or existed before the policy period.

If the date cannot be determined upon which such “bodily injury”, “property damage” or “pollution condition” first occurred or existed then, for the purposes of policies issued by us, such “bodily injury”, “property damage” or “pollution condition” will be deemed to have occurred or existed before the “policy period”.

THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. PLEASE READ THE ENTIRE FORM CAREFULLY.

ERRORS AND OMISSIONS LIABILITY COVERAGE PART

PROVISIONS

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

All exclusions, conditions or definitions contained within this Coverage Part are provided in addition to any applicable exclusions, conditions and definitions provided within the Common Provisions which are incorporated in this Coverage Part and to which this Coverage Part is attached.

SECTION I - INSURING AGREEMENT

1. Errors And Omissions Liability

- a. We will pay, in excess of the Deductible shown in the Declarations, those sums the insured becomes legally obligated to pay as “damages” or “cleanup costs” because of a “wrongful act” to which this insurance applies. We may, at our discretion, investigate any incident and settle any “claim” or “suit” that may result. But the amount we will pay is limited as described in Section **IV** - Limits Of Insurance And Deductible within the Common Provisions.
- b. This insurance applies to “claims” for “damages” or “cleanup costs” resulting from a “wrongful act” only if all of the following conditions are met:
 - (1) Before the “policy period”, no insured had knowledge of any

“wrongful act” that could reasonably give rise to a “claim” under this Policy.

- (2) The “claim” against you resulting from that “wrongful act” was not reported under any policy in effect before the “policy period” nor was disclosed in the application for this Policy;
- (3) No fact, incident, circumstance, transaction, advice or decision involved in the rendering or failure to render “professional services” related to a “wrongful act” was reported as a “claim” or potential “claim” against you under any policy in effect before the “policy period” or was disclosed in the application for this Policy;
- (4) The “wrongful act” forming the basis of the “claim” was committed on or after the Retroactive Date shown in the Declarations, and before the end of the “policy period”;
- (5) That the rendering or failure to render “professional services” is caused by a “wrongful act” that took place within the “coverage territory”; and
- (6) The “claim” for “damages” or “cleanup costs” is first made against any insured and reported to us in accordance with the provisions set forth in Section **VI** - Common Conditions, **5. Duties**

In the Event Of A Claim Or Suit within the Common Provisions, during the “policy period” or Extended Reporting Period, if applicable, that we provide under Section VIII – Extended Reporting Periods.

A “claim” by a person or organization seeking “damages” will be deemed to have been made at the earlier of the following times:

- (a) When written notice of such “claim” is received and recorded by us: or
- (b) When we have made a settlement in accordance with paragraph 1.a., above.

All “claims” arising out of “wrongful acts” to the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All “claims” which arise out of the same or a related “wrongful act” will be deemed to have been made at the time at which the earliest “claim” arising out of such “wrongful act” was made, and all such “claims” shall be subject to the same Limit of Liability.

SECTION II - ADDITIONAL EXCLUSIONS

The following additional exclusions apply to the Errors And Omissions Liability Coverage Part in addition to those contained within the Common Provisions:

This Policy does not apply to “damages”, “defense expenses”, “cleanup costs” or any other loss, cost or expense, or any “claim” or “suit”:

1. Electronic Data

Based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”.

2. Express or Implied Warranties

Based upon or arising out of any express or implied warranties or guarantees.

3. Faulty Workmanship

Based upon or arising out of the cost to repair or replace any faulty workmanship, construction or work not in accordance with your “professional services”.

4. Insurance/Bonds

Based upon or arising out of the advising, requiring, or failure to advise or require, or the failure to obtain or maintain, any form of insurance, surety bond or financial guarantee.

5. Products

Based upon or arising out of “your product”.

6. Recall Of Products, Work or Impaired Property

Based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. “Your product”;
- b. “Your work”;
- c. “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected

defect, deficiency, inadequacy or dangerous condition therein.

This Exclusion does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **IV** - Limits Of Insurance And Deductible within the Common Provisions and indicated in the Declarations.

SECTION III - ADDITIONAL CONDITIONS

1. Non-Stacking Of Limits Of Insurance

If the Limits of Insurance of more than one Errors and Omissions Liability Coverage Part issued by us or any of our affiliated companies applies to the same or related "wrongful act", then the maximum Limit of Insurance under all such Errors and Omissions Liability Coverage Parts shall not exceed the highest applicable Limits of Insurance available under any one Errors and Omissions Liability Coverage Part and the corresponding deductible for that Coverage Part.



CRUM & FORSTER®
A FAIRFAX COMPANY

EMERGENCY RESPONSE HOTLINE INFORMATION

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!

The Crum & Forster Spill Reporting Program

1-800-690-5520

As part of our value added policy services, Crum & Forster has established an Emergency Response Hotline for immediate reporting of pollution events or other events requiring immediate action or emergency response. The telephone number for the Hotline is noted above.

The **Environmental Casualty Notice Of Loss Endorsement (EN0052)** has been provided as part of your policy and outlines the instructions and information necessary to make a full report of such an incident. Immediate reporting of such events ensures timely notice to us of pollution claims as well as other claims that may require immediate response.

Please use the hotline to notify us immediately of any situation you encounter that may lead to a pollution claim.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of *emergency environmental response costs* is conditioned on timely reporting by use of the Emergency Response Hotline.

The **Claims Reporting Endorsement (EN0004)** provides instructions and information for reporting all other non-emergency claims, incidents and occurrences.

Crum & Forster also has a **Spill Response Information Packet** available by request. It is designed for facilities, project sites and vehicles to provide easy reference to incident response measures and information. The packet contains:

- Initial Incident Questionnaire form;
- Crum & Forster Spill Reporting Program brochure;
- Chemical Incident Response Decision Logic sheet;
- Accident Documentation Card templates;
- Witness Statement forms;
- Wallet Card templates;
- Crum & Forster Spill Response Program Sticker templates; and
- Spill Control Equipment brochure.

All of the templates are pre-formatted for easy printing.

Please note that the Environmental Casualty Notice Of Loss Endorsement and Spill Response Information Packet are tools to aid you in gathering the necessary claim, incident or occurrence information. By providing these tools, we do not guarantee coverage under the policy or relieve you of any of your duties or obligations under the policy. Please carefully read and understand the coverage form and your duties and obligations within the policy.



ENVIRONMENTAL CASUALTY NOTICE OF LOSS

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!
THE C&F SPILL REPORTING PROGRAM
1-800-690-5520

When you have a claim or "loss" (including spills)

1. Notify your insurance agent or broker immediately.
2. Complete this form as completely as possible.
3. Be sure to include any demand letters, lawsuits, regulatory reports and/or, directives, etc.
4. Report the claim to us immediately by emailing this form to **crumandforsternol@cfins.com**; calling **800-690-5520** or faxing this form to **877-622-6204**.

Date of Report:		Date of Loss:	
Name of Person Reporting Loss:		Phone:	
Name of Insured:		Policy Number:	
Address:			
City:	State:	Zip:	
Phone:		FAX:	
Insured Contact:		E-Mail:	
Brokerage/Agency:		Contact Name:	
Brokerage/Agency Contact Phone:			

LOSS INFORMATION:

Name of Claimant		Phone:
Address of Claimant		E-Mail:
Location of Loss (Street Address and/or GPS Coordinates):		
Description of Loss:		

RESPONDING AGENCIES:

Fire/Police Department(s):		
Officer	Badge No.:	
Address:	Phone:	
Other Authorities or Contactors		
Entity	Contact:	Phone

COMPLETE FOR AUTO LOSSES

INSURED DRIVER INFORMATION:		
Company Name:		
Driver Name:	SSN:	
Driver Home Address:	Phone:	
City:	State:	Zip:
Driver's License No. and State of Issuance:		
Co-Driver Name:	SSN:	
Co- Driver Home Address:	Phone:	
City:	State:	Zip:
Co-Driver's License No. and State of Issuance:		

INSURED'S VEHICLE INFORMATION:			
Truck/Tractor No.:	Year:	Make:	VIN:
1 st Trailer No.:	Year:	Make:	VIN:
2 nd Trailer No.:	Year:	Make:	VIN:

INSURED CARGO INFORMATION:			
What type of cargo were you hauling?			
Was it hazardous material?	Y / N	Did it spill?	Y / N
Estimated Quantity Spilled:	Gallons:	Ground Water Affected?	Y / N
Describe the extent of the spill and actions taken to contain/remediate:			

OTHER VEHICLE INFORMATION:			
Owner Name:		Phone:	
Address:		Phone:	
City:	State:	Zip:	
Year:	Color::	Make	VIN:
Driver Name:		SSN::	
Driver Home Address:		Phone:	
City:	State:	Zip:	
Driver's License No. and State of Issuance:			
Insurance Company:		Policy Number:	
Description of Damage:			

**If more than one other vehicle is involved, list the above information for each on a separate page and attach it to this report.*

WITNESS INFORMATION			
<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Type of Injury</u>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s):

Mecom Equipment LLC
PO Box 8098
Stockton CA 95208-0098
RE: Rented/Leased Equipment

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

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to:

- a. Liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s); and
- b. When you and the person(s) or organization(s) shown in the Schedule have agreed in writing in a lease, contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.

A person’s or organization’s status as an additional insured under this Endorsement ends when their lease, contract or agreement with you ends.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

Under the Common Provisions, **SECTION VI – COMMON CONDITIONS**, the first paragraph of item **2. Cancellation And Nonrenewal** is deleted in its entirety and replaced by the following:

This Policy may be cancelled by the First Named Insured by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation shall be effective. We may cancel or nonrenew this Policy by mailing a written notice to the First Named Insured at the address shown in the Declarations of this Policy. The mailing of notice of cancellation shall be sufficient notice and the effective date of cancellation stated in such notice shall become the end of the "policy period".

The effective dates of such cancellation shall not be less than 30 days (ten (10) days for non-payment of premium) following mailing of the notice of cancellation to the First Named Insured. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the "policy period".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVER PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

The City of Concord
It's officers, officials, agents, employees and volunteers are named as additionally insured
1950 Parkside Drive
Concord, CA 94519

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

Under the Common Provisions, **Section III – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" "personal and advertising injury", a "pollution condition" or a "wrongful act" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVER PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

State of California

It's officers, officials, agents, employees and volunteers are named as additionally insured where required by written contract

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

Under the Common Provisions, **Section III – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" "personal and advertising injury", a "pollution condition" or a "wrongful act" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVER PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
The County of Los Angeles and public entity or Special District for which the Los Angeles County Board of Supervisors is the Governing Body, and their Agents, Officers and Employees, shall be Additional Insured(s) while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Under the Common Provisions, Section III – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" "personal and advertising injury", a "pollution condition" or a "wrongful act" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVER PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

- | | |
|---|---|
| 1. Designation of Premises (Part Leased to You): | 2150 Franklin Canyon Road
Martinez, CA 94583 |
| 2. Name of Person or Organization (Additional Insured): | Jack McNabb |
| 3. Additional Premium: | Included |

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

Under the Common Provisions, **Section III - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of “your work” for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to “bodily injury” or “property damage” arising out of your negligence when the following written contract requirements are applicable:
 - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of “your work” performed under a written contract with that person(s) or organization(s).
 - 3. The term “additional insured” is used separately and not collectively, but the inclusion of more than one “additional insured” shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- CONTRACTORS POLLUTION LIABILITY COVERAGE PART**
- ERRORS AND OMISSIONS LIABILITY COVERAGE PART**
- ONSITE CLEANUP COVERAGE PART**
- THIRD PARTY POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Named Insured(s)	Address
Clean Lakes, Inc.	

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the Named Insured(s) shown in the above Schedule of this endorsement shall be Named Insureds under this policy (collectively referred to as the Named Insured) and shall be treated under this policy as a Named Insured for coverage purposes, subject to all terms, conditions, limits and exclusions of this policy.

By accepting this policy, each Named Insured agrees that:

1. The statements contained the Declarations of this policy are true and accurate;
2. The statements made in the application and any supplemental materials submitted to us are true, accurate and complete, and that such statements and representations are incorporated herein and made part of this policy;
3. Those statements are based upon representations you made to us;
4. We have issued this policy in reliance upon your statements and representations, and such statements and representations are incorporated herein and made a part of this policy;
5. Only the first Named Insured shown in the Declarations of this policy shall have the right and ability to request changes to this policy or the coverage provided therein;
6. The first Named Insured shown in the Declarations of this policy is responsible for the payment of any premium, deductible or self-insured retention amounts; and
7. The provisions of this policy that by their terms apply only to the first Named Insured shown in the Declarations shall continue to apply to only the first Named Insured shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART**

In consideration of the premium charged, it is hereby agreed that:

A. The **COMMON PROVISIONS**, Section **VII – COMMON DEFINITIONS**, Paragraph **29**. is deleted in its entirety and replaced by the following:

29. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, and any matter that by its presence corrupts, defiles, contaminates or is harmful to the soil, air, water, living things, or the environment. Waste includes materials to be recycled, reconditioned or reclaimed.

"Pollutants" does not mean or include any communicable disease, regardless of presence, affected media or method of transmission.

It is understood that any substance or matter that is considered "pollutants" does not lose its status as "pollutants" because:

- a.** Such substance or matter has, or may have, a useful function or purpose; or
- b.** The release, threatened release, or presence of such substance or matter in any locale is not regulated, prohibited, remedied by, or the subject of any "applicable laws".

B. The **COMMON PROVISIONS**, Section **V – COMMON EXCLUSIONS** is amended by the addition of the following Exclusion

This Policy does not apply to any "damages", "defense expenses", "cleanup costs" or any loss, cost or expense, or any "claim" or "suit":

Communicable Disease

Based upon or arising out of, in whole or in part, the actual or alleged presence or transmission of any communicable disease, regardless of presence, affected media or method of transmission.

This exclusion applies even if the claims or suits against any insured allege negligence or other wrongdoing in the:

- 1.** Supervising, hiring, employing, training, monitoring or termination of others that may be infected with and spread a communicable disease;
- 2.** Testing for, or failure to test for, any communicable disease;
- 3.** Failure to prevent the spread of the disease; or
- 4.** Failure to report the disease to authorities.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Common Provisions, **Section IV – LIMITS OF INSURANCE AND DEDUCTIBLE**, item **2.** is amended by the addition of the following:

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE AND REPORTED COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit of Insurance	Deductible Each Occurrence
Employee Benefits Programs	\$1,000,000 Employee Benefits Liability Each Occurrence Limit	\$2,500
	\$1,000,000 Employee Benefits Liability Aggregate Limit	

Retroactive Date: 06/28/2014

A. The following is added to **SECTION 1 – INSURING AGREEMENTS** within the Commercial General Liability Part:

INSURING AGREEMENT – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those “damages”. However, we will have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any “claim” or “suit” that may result. But:

- (1) The amount we will pay for “damages” is limited as described in Section E. of this Endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements and supplementary payments.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION II – SUPPLEMENTARY PAYMENTS** within Section C of this Endorsement.-This insurance applies to “damages” only if:

- (3) The act, error or omission, is negligently committed in the “administration” of your “employee benefit program”;
- (4) The act, error or omission, did not take place before the Retroactive Date shown in the Schedule nor after the end of the “policy period”; and
- (5) A “claim” for “damages”, because of an act, error or omission, is first made against any insured, in accordance with Paragraph C. below, and reported to us during the “policy period” or an Extended Reporting Period we provide under Paragraph G. of this Endorsement.

b. A “claim” seeking “damages” will be deemed to have been made at the earlier of the following times:

- (1) When notice of such “claim” is received and recorded by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above.

A “claim” received and recorded by us within thirty (30) days after the end of the “policy period” will be considered to have been received within the “policy period”, if no subsequent policy is available to cover the “claim”.

- c. All “claims” for “damages” made by an “employee” because of any act, error or omission, or a series of related acts, errors or omissions, including “damages” claimed by such “employee’s” dependents and beneficiaries, will be deemed to have been made at the time the first of those “claims” is made against any insured.

2. Exclusions

The coverage afforded by this Endorsement does not apply to any “claim”:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Based upon or arising out of “damages” arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Personal Injury or Advertising Injury

Based upon or arising out of “bodily injury”, “property damage” or “personal and advertising injury”.

c. Failure to Perform A Contract

Based upon or arising out of “damages” arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Based upon or arising out of “damages” arising out of an insufficiency of funds to meet any obligations under any plan included in the “employee benefit program”.

e. Inadequacy Of Performance Of Investment/Advice Given with Respect To Participation

Based upon or arising out of:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person’s decision to participate or not to participate in any plan included in the “employee benefit program”.

f. Workers’ Compensation And Similar Laws

Based upon or arising out of your failure to comply with the mandatory provisions of any workers’ compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Based upon or arising out of “damages” for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Based upon or arising out of any “claim” for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Based upon or arising out of taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Based upon or arising out of “damages” arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- B. Solely, for the purposes of coverage afforded by this Endorsement, **SECTION II – SUPPLEMENTARY PAYMENTS** within the Common Provisions is deleted in its entirety and replaced by the following:

SECTION II – SUPPLEMENTARY PAYMENTS

We will pay, with respect to any “claim” we investigate or settle, or any “suit” against an insured we defend”:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim” or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the “suit”.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the limits of insurance.

- C. Solely, for the purposes of coverage afforded by this Endorsement, item **2.** of **SECTION III – WHO IS AN INSURED** within the Common Provisions-is deleted in its entirety and replaced by the following:

2. Each of the following is also an insured:
 - a. Each of your “employees” who is or was authorized to administer your “employee benefit program”.
 - b. Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

- D. Solely, for the purposes of coverage afforded by this Endorsement, item **3.** of **SECTION III – WHO IS AN INSURED** within the Common Provisions does not apply.

- E. Solely, for the purposes of coverage afforded by this Endorsement, **SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE** within the Common Provisions is deleted in its entirety and is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;

- (2) "Claims" made or "suits" brought';
 - (3) Persons or organizations making "claims" or brining "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Employee Benefits Liability Aggregate Limit is the most we will pay for all "damages", including supplementary payments, because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program". This Aggregate Limit of Insurance is part of and not in addition to the Policy Aggregate limit of Insurance shown in the Declarations of the policy.
- c. Subject to the Employee Benefits Liability Aggregate Limit, the Employee Benefits Liability Each Occurrence Limit is the most we will pay for any one "claim" for all "damages" sustained by any one or more "employees", including "damages" sustained by such "employee's" dependents and beneficiaries, as a result of:

(1) Any act, error or omission; or

(2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

All "claims" for "damages" made by one or more "employees" because of any one act, error or omission, or a series of related acts, errors or omissions, including "damages" claimed by such "employee's" dependents and beneficiaries, will be deemed to be one "claim".

However, the amount paid under this Endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

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

Payments under these Limits of Insurance are part of and erode the Policy Aggregate Limit of Insurance shown in the Declarations.

2. Deductible

Our obligation to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of the deductible amount stated in the Schedule shown above as applicable to Employee Benefits Liability Each Occurrence. The limits of insurance shall not be reduced by the amount of this deductible.

- a. The deductible amount stated in the Schedule shown above applies to all "damages" sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those "damages"; and
 - (2) Your duties, and the duties of ay other involved insured, in the event of an act, error or omission, or "claim";

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any “claim” or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

F. Solely, for the purposes of coverage afforded by this Endorsement, Conditions **5., 6. and 11.** of **SECTION VI – COMMON CONDITIONS** within the Common Provisions are deleted in their entirety and replaced by the following:

Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim”. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer “damages” as a result of the act, error or omission.
- b. If a “claim” is made or “suit” is brought against any insured, you must:
 - (1) Immediately record the specifics of the “claim” or “suit” and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the “claim” or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
 - (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 an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation or incur any expense without or consent.

Other Insurance

This insurance is excess over any other valid and collectible insurance that is available to the insured for a loss we cover under this Endorsement.

G. Solely, for the purposes of coverage afforded by this Endorsement, **Section VIII - EXTENDED REPORTING PERIODS** within the Common Provisions is deleted in its entirety and is replaced by the following:

EXTENDED REPORTING PERIOD

The following provision applies only to Employee Benefits Liability Coverage:

- 1. You will have the right to purchase an Extended Reporting Period, as described below, if this endorsement is canceled or not renewed by you or by us.
- 2. The Extended Reporting Period does not extend the “policy period” or change the scope of coverage provided. It applies only to “claims” for acts, errors or omissions that were first committed before the end of the “policy period” but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of one (1) year is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within thirty (30) days after the end of the “policy period”. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

- a. The “employee benefit programs” insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this Endorsement for future payment of “damages”; and
- d. Other related factors.

The Extended Reporting Period Endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extending Reporting Period provided hereunder, including a provision to the effect that the insurance afforded for “claims” first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for “claims” first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be the dollar amount of the Limits of Insurance not exhausted by payments of judgments, settlements and supplementary payments under this coverage, and shown in the Schedule of this endorsement under Limits of Insurance, subject to the available Policy Aggregate Limit of Insurance not exhausted by the payment of judgments, settlements and supplementary payments under the policy.

Paragraph E. 1.b. of this endorsement will be amended accordingly.

- H. Solely, for the purposes of coverage afforded by this Endorsement, the following definitions are added to **SECTION VII – COMMON DEFINITIONS** within the Common Provisions:

“Administration” means:

- a. Providing information to “employees”, including their dependents and beneficiaries, with respect to eligibility for or scope of “employee benefit programs”;
- b. Handling records in connection with the “employee benefit program”; or
- c. Effecting, continuing or terminating any “employee’s” participation in any benefit included in the “employee benefit program”.

“Cafeteria plans” means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

“Employee benefit program” means a program providing some or all of the following benefits to “employees”, whether provided through a “cafeteria plan” or otherwise:

- d. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an “employee” may subscribe to such benefits and such benefits are made generally available to all “employees” who satisfy the plan’s eligibility requirements;
- e. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an “employee” may subscribe to such

benefits and such benefits are made generally available to all “employees” who are eligible under the plan for such benefits;

- f. Unemployment insurance, social security benefits, workers’ compensation and disability benefits;
 - g. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - h. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- I. Solely, for the purposes of coverage afforded by this Endorsement, Definitions **6. 12. and 36.** in **SECTION VII – COMMON DEFINITIONS** within the Common Provisions are deleted in their entirety and replaced by the following:
- 6.** “Claim” means any written demand, or “suit”, made by an “employee” or an “employee’s” dependents and beneficiaries, for “damages” as the result of an act, error or omission.
 - 12.** “Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.
 - 36.** “Suit” means a civil proceeding in which “damages” because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:
 - a. An arbitration proceeding in which such “damages” are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such “damages” are claimed and to which the insured submits with our consent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO DAMAGE TO YOUR WORK EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under the Commercial General Liability Coverage Form, **Section II – ADDITIONAL EXCLUSIONS**, Paragraph **2**, Item **e. Damage to Your Work** is deleted in its entirety and is replaced with the following:

e. Damage to Your Work

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTATION POLLUTION LIABILITY BLANKET ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Transportation Pollution – Each Pollution Condition Limit:	\$1,000,000
Transportation Pollution Aggregate Limit:	\$2,000,000
Transportation Pollution Deductible Amount:	\$10,000

(If no entry appears above, the Limits of Insurance shown in the Declarations will apply.)

- A. As respects the coverage afforded by this Endorsement, the maximum amounts for which we are liable for “claims” relating to transportation pollution is indicated in the Schedule shown above.

The Transportation Pollution – Each Pollution Condition Limit and the Transportation Pollution Aggregate Limit stated in the Schedule above are subject to and not in addition to the Contractors Pollution Liability Each Pollution condition Limit and the General Aggregate Limit stated in the Declarations.

Payments under the Transportation Pollution – Each Pollution Condition Limit and Transportation Pollution Aggregate Limit indicated in the Schedule shown above are part of and erode the Contractors Pollution Liability Each Pollution Condition Limit and the General Aggregate Limit stated in the Declarations.

If no limit is indicated in the Schedule shown above, then the limits of the liability stated in the Declarations applicable to this Coverage Part will apply.

- B. Solely as respects the coverage afforded by this Endorsement, the Transportation Pollution Deductible Amount indicated in the Schedule shown above applies once to each “pollution condition” and can be applied either for “defense expenses”, where applicable, settlement, payment of judgment(s) or any combination thereof.
- C. Solely as respects the coverage afforded by this Endorsement, under the Common Provisions, **SECTION V – COMMON EXCLUSIONS, item 1. Aircraft, Auto, Rolling Stock Or Watercraft** is deleted in its entirety and replaced by the following:

1. Aircraft, Auto, Rolling Stock Or Watercraft

Based upon or arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto”, rolling stock, rail car, locomotive or watercraft owned or operated by or rented or loaned to, or in the control of, any insured. Use includes operation and “loading or unloading”.

Notwithstanding the above, coverage is provided only for “autos” which have statutory auto liability coverage in place with a carrier rated “A- (VII) or higher by A.M. Best.

This exclusion applies even if:

- a. The “claim” against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another by that insured, or if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured; or

- b. The “occurrence” or “pollution condition” takes place after “loading or unloading” is completed, regardless of whether the aircraft, “auto”, rolling stock, rail car, locomotive or watercraft is or was owned or operated by or rented or loaned to, or in the control of any insured; or
- c. The “occurrence” or “pollution condition” is included in the “products-completed operations hazard”.

This exclusion does not apply to:

- a. A watercraft while ashore on premises you own or rent;
- b. A watercraft you do not own that is:
 - (1) Less than twenty-six (26) feet long; and
 - (2) Not being used to carry persons or property for a charge;
- c. Parking an “auto” on, or on the roadway near premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- d. Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- e. “Bodily injury” or “property damage” arising out of:
 - (1) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) The operation of any of the machinery or equipment listed In Paragraph **f.(2)** or **f.(3)** of the definition of “mobile equipment”.
- f. “Claims” arising from “pollution conditions” caused by, arising out of or in any way related to the operation, maintenance, use or “loading or unloading” of “autos” by or on behalf of the Named Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MOLD CLAIMS-MADE COVERAGE CONTRACTORS
POLLUTION LIABILITY**

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY OCCURRENCE COVERAGE PART

Mold - Each Pollution Condition Limit:	\$1,000,000
Mold - Aggregate Limit:	\$2,000,000
Mold Deductible Amount:	\$10,000

(If no entry appears above, the Limits of Insurance shown in the Declarations will apply.)

Retroactive Date:	06/28/2014
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A. As respects the coverage afforded by this Endorsement, the maximum amounts for which we are liable for “claims” relating to “mold” are the limits of insurance indicated in the Schedule shown above.

B. The Mold – Each Pollution Condition Limit and the Mold – Aggregate Limit indicated in the Schedule shown above are subject to and not in addition to the Contractors Pollution Liability Each Pollution Condition Limit and the General Aggregate Limit stated in the Declarations.

Payments under the Mold – Each Pollution Condition Limit and Mold – Aggregate Limit indicated in the Schedule shown above are part of and erode the Contractors Pollution Liability Each Pollution Condition Limit and the General Aggregate Limit stated in the Declarations.

C. The Mold Deductible Amount indicated in the Schedule shown above applies once to each “pollution condition” resulting in “mold” and can be applied either for “defense expenses”, where applicable, settlement, payment of judgment(s), or any combination thereof.

D. Under the Common Provisions, **SECTION VII – COMMON DEFINITIONS:**

1. Item **29.** “Pollutants” is deleted in its entirety and replaced with the following:

29. “Pollutants” means, any solid, liquid, gaseous, thermal or biological irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste and any matter that by its presence corrupts, defiles, contaminates or is harmful to the soil, air or water, living things or the environment. Waste includes materials to be recycled, reconditioned or reclaimed. It is understood that any substance or matter that is a “pollutant” does not lose its status as a “pollutant” because it has, or may have, a useful function or purpose. “Pollutants” also includes “mold”.

2. Item **22.** “Mold” is defined as follows:

“Mold” means any permanent or transient fungus, mold, mildew, or mycotoxin, or any of the spores, scents, or byproducts resulting therefrom regardless of whether they are proved to cause disease, injury or damage.

E. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item **1.b.(5)** is deleted in its entirety and replaced with the following:

5. The “occurrence” arises out of “your work” performed, or “your product” delivered, on or after the Retroactive Date and before the end of the “policy period”;

F. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item **1.b.(6)** is deleted in its entirety and replaced with the following:

6. The “bodily injury”, “property damage”, or “pollution condition” resulting in “cleanup costs” occurs on or after the Retroactive Date and before the end of the “policy period”;

G. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item **1.b.(7)** is deleted in its entirety and replaced with the following:

7. A “claim” for “damages” for that “bodily injury” or “property damage”, or for “cleanup costs” for that “pollution condition” is first made against any insured and reported to us in accordance with the provisions set forth in Section VI -Common Conditions, **5. Duties In the Event Of A Claim Or Suit** within the Common Provisions, during the “policy period” or Extended Reporting Period, if applicable, that we provide under Section **VIII – Extended Reporting Periods**.

A “claim” by a person or organization seeking “damages” will be deemed to have been made at the earlier of the following times:

- (1) When written notice of such “claim” is received and recorded by us; or
- (2) When we make settlement in accordance with paragraph **1. a.** above.

All “claims” for “damages” for “bodily injury” to the same person, including “damages” claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”, will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All “claims” for “damages” for “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All claims for “cleanup costs” incurred by the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All “claims” which arise out of the same or a related “pollution condition” will be deemed to have been made at the time at which the earliest “claim” arising out of such “pollution condition” was made, and all such “claims” shall be subject to the same Limit of Liability.

H. Under the Common Provisions, the following provisions apply to the Contractors Pollution Liability Occurrence Coverage Part, but only with respect to coverage provided under this endorsement:

SECTION I – DEFENSE, Paragraph **3.**, Claims Arising Out Of The Same or Related Acts or Events

SECTION VI – COMMON CONDITIONS, Paragraph **6.**, Duties In The Event Of A Potential Claim

SECTION VIII – EXTENDED REPORTING PERIODS, Paragraphs **1., 2., and 3.** The Basic Extended Reporting Period provided by these provisions will not reinstate or increase the Limits of Insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-OWNED DISPOSAL SITES CLAIMS-MADE COVERAGE
CONTRACTORS POLLUTION LIABILITY**

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

NON-OWNED DISPOSAL SITE(S) LIMITS OF INSURANCE	
Non-Owned Disposal Site(s) Liability – Each Pollution Condition Limit:	\$1,000,000
Non-Owned Disposal Site(s) Aggregate Limit:	\$2,000,000

Non-Owned Disposal Site Retroactive Date:	06/28/2014
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A. As respects the coverage afforded by this Endorsement, the maximum amounts for which we are liable for “claims” arising out of “non-owned disposal site(s)” are indicated in the Schedule shown above.

B. The Non-Owned Disposal Site(s) Liability – Each Pollution Condition Limit and the Non-Owned Disposal Site(s) Aggregate Limit indicated in the Schedule shown above are subject to and not in addition to the Contractors Pollution Liability Each Pollution Condition Limit and the General Aggregate Limit stated in the Declarations.

Payments under the Non-Owned Disposal Site(s) Liability – Each Pollution Condition Limit and the Non-Owned Disposal Site(s) Aggregate Limit indicated in the Schedule shown above are part of and erode the Contractors Pollution Liability Each Pollution Condition Limit and the General Aggregate Limit stated in the Declarations.

C. The Limits of Insurance indicated in the Schedule shown above apply solely to “claims” arising out of the Named Insured’s liability arising from the disposal of “waste” or “waste” materials, but only at site(s):

1. Located within the United States of America that have not at any time been owned or operated, in whole or in part, by any insured, which receives or has received waste resulting from the insured’s operations;
2. That were properly licensed by federal and/or state regulators with applicable jurisdiction to accept the wastes at the time of such disposal;
3. That were not owned or operated by any person, corporation or unincorporated association that was in bankruptcy at the time the waste was received for disposal;
4. That have not, at any time prior to the inception date of this policy, been identified on the United States EPA (CERCLA) National Priorities List or CERCLIS list, or pursuant to any functional equivalent of those listings made by a state regulatory agency pursuant to state law; and
5. That were not undergoing voluntary or regulatory-required remediation activities at the time the waste was received for disposal.

D. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item **1.b.(5)** is deleted in its entirety and replaced with the following:

5. The “occurrence” arises out of the disposal of your “waste” or “waste” materials on or after the Retroactive Date and before the end of the “policy period”;

E. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item **1.b.(6)** is deleted in its entirety and replaced with the following:

6. The “bodily injury”, “property damage”, or “pollution condition” resulting in “cleanup costs” occurs on or after the Retroactive Date and before the end of the “policy period”;

F. Only with respect to coverage provided under this endorsement, under the Contractors Pollution Liability Occurrence Coverage Part, **SECTION I – INSURING AGREEMENT**, item **1.b.(7)** is deleted in its entirety and replaced with the following:

7. A “claim” for “damages” for that “bodily injury” or “property damage”, or for “cleanup costs” for that “pollution condition” is first made against any insured and reported to us in accordance with the provisions set forth in Section VI -Common Conditions, **5. Duties In the Event Of A Claim Or Suit** within the Common Provisions, during the “policy period” or Extended Reporting Period, if applicable, that we provide under Section **VIII – Extended Reporting Periods**.

A “claim” by a person or organization seeking “damages” will be deemed to have been made at the earlier of the following times:

- (1) When written notice of such “claim” is received and recorded by us; or
- (2) When we make settlement in accordance with paragraph **1. a.** above.

All “claims” for “damages” for “bodily injury” to the same person, including “damages” claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”, will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All “claims” for “damages” for “property damage” causing loss to the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All claims for “cleanup costs” incurred by the same person or organization will be deemed to have been made at the time the first of those “claims” is made against any insured and reported to us.

All “claims” which arise out of the same or a related “pollution condition” will be deemed to have been made at the time at which the earliest “claim” arising out of such “pollution condition” was made, and all such “claims” shall be subject to the same Limit of Liability.

G. Under the Common Provisions, the following provisions apply to the Contractors Pollution Liability Occurrence Coverage Part, but only with respect to coverage provided under this endorsement:

SECTION I – DEFENSE, Paragraph **3.**, Claims Arising Out Of The Same or Related Acts or Events

SECTION VI – COMMON CONDITIONS, Paragraph **6.**, Duties In The Event Of A Potential Claim

SECTION VIII – EXTENDED REPORTING PERIODS, Paragraphs **1., 2., and 3.** The Basic Extended Reporting Period provided by these provisions will not reinstate or increase the Limits of Insurance.

H. Only for purposes of this endorsement, the following Definition is added:

“Non-owned disposal site” means a waste facility to which waste from your operations is delivered for storage, disposal, processing or treatment, and such site is not and never was owned by, rented or loaned to you.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



CRUM & FORSTER®
A FAIRFAX COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Policy Change
Number B

POLICY NUMBER EPK-148211	POLICY CHANGES EFFECTIVE 06/28/2024	COMPANY Crum and Forster Specialty Insurance Company
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NAMED INSURED
Clean Lakes, Inc.

COVERAGE PARTS AFFECTED
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

Authorized Representative Signature

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.