

CONTRACTOR AGREEMENT

THIS CONSTRUCTION AGREEMENT (“**Agreement**”) is entered into this day of July 2025, by and between the CITY OF ALAMEDA, a municipal corporation (“**the City**”), and Globe Engineering Development, a California corporation, whose address is 2002 Elijah Street, Fairfield, CA 94533, (“**Contractor**”), in reference to the following:

RECITALS:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the City’s Charter.

B. The City is in need of the following services: Harbor Bay Business Park Bus Stop and Ferry Terminal Improvements. City staff issued an IFB on April 25, 2025, after a submittal period of twenty days received seven of timely submitted bids, and the bids were opened on May 17, 2025. Staff reviewed the bids and selected the lowest responsive and responsible bidder.

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

D. Whereas, the City Council authorized the City Manager to execute this agreement on July 15, 2025.

E. The City and Contractor desire to enter into an agreement for Harbor Bay Business Park Bus Stop and Ferry Terminal Improvements, upon the terms and conditions herein.

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

1. TERM:

Contractor shall have forty (40) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONTRACTOR:

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

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

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

Total compensation for work is \$741,156.00, with a ten percent contingency in the amount of \$74,115.60 for a total not to exceed of \$815,271.60. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

4. TIME IS OF THE ESSENCE:

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

It is agreed by the parties to this Agreement that if all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in Paragraph 1 above, damage will be sustained by the City, and it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore

agreed that Contractor will pay the City the sum of Three Thousand Six Hundred DOLLARS (\$3,600.00) per day as liquidated damages for each and every day's delay beyond the time prescribed to complete the work; and Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due Contractor under the Agreement.

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

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

5. STANDARD OF CARE:

Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Contractor further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Contractor further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Contractor and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Contractor, Contractor 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 Contractor. Contractor 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.

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

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Contractor shall furnish City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10.b. (1) through (4). Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement:

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

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

b. COVERAGE:

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

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

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

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

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Pollution Prevention:

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. BONDS:

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

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

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

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. SUBCONTRACTOR APPROVAL:

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

17. NOTICES:

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

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

City of Alameda
Public Works Department
950 West Mall Square, Suite 110
Alameda, CA 94501
ATTENTION: Ali Hatefi, Senior Engineer
Ph: (510) 747-7972
Email: ahatefi@alamedaca.gov

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

Globe Engineering Development
2002 Elijah Street
Fairfield, CA 94533
ATTENTION: Dawood Kavosh, President/CEO
Ph: (916) 856 2255
Email: d.kavosh@globeede.com

18. SAFETY:

Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and work under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor 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. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

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

19. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

20. HEALTH AND SAFETY REQUIREMENTS.

Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

21. PREVAILING WAGES:

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

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

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

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

c. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

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

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

23. HOURS OF LABOR:

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any subcontractor on any subcontract under this

Agreement, upon the work or upon any part of the work contemplated by this Agreement, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work, provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor shall pay the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor, or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

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

24. APPRENTICES:

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

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

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

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

25. LABOR DISCRIMINATION:

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

26. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

27. URBAN RUNOFF MANAGEMENT:

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

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

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

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

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

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

28. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

29. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order R2-2022-0018, issued by the San Francisco Bay Regional Water Quality Control Board.

- ☐ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ☐ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);
 - e. Reduced-risk chemical controls (e.g., soaps or oils); and
 - f. Other chemical controls.
- ☐ Prior to applying chemical controls Contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist

prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (See Exhibit C). Additionally, Contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.

- ☐ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA);
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion);
 - c. Diamides (chlorantraniliprole and cyantraniliprole);
 - d. Neonicotinoids (e.g., imidacloprid, acetamiprid, and dinotefuran);
 - e. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, metofluthrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl and aldicarb), diuron, fipronil and its degradates, and indoxacarb; and
 - f. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- ☐ Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- ☐ Contractor shall provide to the City's project manager an annual report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- ☐ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

If this Agreement pertains to the use of any items listed above, Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List. ADD EXHIBIT B IF PEST CONTROL.

30. PURCHASES OF MINED MATERIALS REQUIREMENT:

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

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

31. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE:

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

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

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

32. TERMINATION:

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

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

33. ATTORNEYS' FEES AND COSTS:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's

fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

34. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

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

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

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

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

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

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

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

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

35. CONFLICT OF LAW:

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

36. ADVERTISEMENT:

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

37. WAIVER:

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

38. INTEGRATED CONTRACT:

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

39. INSERTED PROVISIONS:

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

40. CAPTIONS:

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

41. COUNTERPARTS:

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

42. SIGNATORY:

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


43. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GLOBE ENGINEERING DEVELOPMENT
a California corporation.


S.21.2025

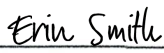
Dawood Kavosh
President/CEO

CITY OF ALAMEDA,
a municipal corporation

Jennifer Ott
City Manager

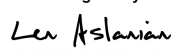
Contractor License No. A1067532
DIR No.1000680306

RECOMMENDED FOR APPROVAL

Signed by:


Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


Len Aslanian
Assistant City Attorney

BIDDER: Globe Engineering Development

PROPOSAL FOR PW NO. 02-23-01

5 BID PROPOSAL TO THE CITY OF ALAMEDANAME OF BIDDER Globe Engineering DevelopmentBUSINESS ADDRESS 2002 Elijah StCITY, STATE, ZIP Fairfield, CA 94533TELEPHONE NO: AREA CODE (916) 856 - 2255EMAIL ADDRESS d.kavosh@globeede.com

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

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

Harbor Bay Business Park Bus Stop and Ferry Terminal Improvements

PW NO. 02-23-01

CITY OF ALAMEDA

ALAMEDA COUNTY, CALIFORNIA

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

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

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

Addenda. This proposal is submitted to include the changes to the Contract Documents as Addendum numbers 1, 2, & 3. [Fill in if addenda have been issued.] If addenda issued, print, sign and date each addenda and include with this bid proposal.

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

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

License No./Class 1067532/A Expiration Date 08/31/2026

BIDDER: Globe Engineering Development**PROPOSAL FOR PW NO. 02-23-01**DIR Number 1000680306Expiration Date 06/30/2026

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

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

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

Globe Engineering Development is a Corporation

1- M. Dawood Kavosh, President & CEO

2- Aziz Ahmad Ahmad, CFO

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

- ☒ 5 Bid Proposal
- ☒ 5-1 Bid Schedule
- ☒ 5-2 Proposed Subcontractor Form
- ☒ 5-3 Not Used
- ☒ 5-4 Non-collusion Declaration
- ☒ 5-5 Questionnaire to General Contractors
- ☒ 5-6 Bidder's Statement of Financial Responsibility, Technical Ability and Experience
- ☒ 5-7 Bidder's Bond
- ☒ 5-8 Bidder's Request for Material Substitution
- ☒ 5-9 Guaranty
- ☒ 5-10 NOT USED

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

SIGNATURE OF BIDDER

Print or Type Name, Address and Telephone Number:

M. Dawood Kavosh

2002 Elijah St, Fairfield, CA 94533 - (916) 856-2255

DATED: May 15, 2025

BIDDER: Globe Engineering Development

PROPOSAL FOR PW NO. 02-23-01

**5-1 BID SCHEDULE FOR HARBOR BAY BUSINESS PARK BUS SHELTER,
SIGNAGE, AND FERRY TERMINAL IMPROVEMENTS**

TO: CITY COUNCIL, CITY OF ALAMEDA, CALIFORNIA

The undersigned Bidder declares that Bidder has carefully examined the Project Manual, and is satisfied as to the field conditions the Bidder will encounter. The Bidder proposes to furnish all materials, labor and equipment and to do all Work required to complete the Work in accordance with the Project Manual, for the prices set forth in the following schedule (including all applicable taxes):

Bid Item	Description	Unit of Measure	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	14,000.00	14,000.00
2	Water Pollution Prevention Plan	LS	1	4,000.00	4,000.00
3	Traffic Control	LS	1	8,000.00	8,000.00
4	Remove AC Surfacing	SF	6262	7.00	43,834.00
5	Remove PCC Surfacing	SF	2379	8.00	19,032.00
6	Remove Curb and Gutter	LF	220	10.00	2,200.00
7	Remove Landscaping	SF	2252	8.00	18,016.00
8	Striping Removal	LS	1	8,000.00	8,000.00
9	Relocate Wheelstop	EA	7	150.00	1,050.00
10	Relocate Trash Can	EA	4	500.00	2,000.00
11	Remove Bus Shelter	EA	4	4,000.00	16,000.00
12	Remove Sign	EA	14	500.00	7,000.00
13	Relocate Sign	EA	7	800.00	5,600.00
14	Modify Existing Landscaping	LS	1	6,000.00	6,000.00
15	Furnish and Install Sign on Post	EA	5	1,000.00	5,000.00
16	Install City-Furnished Sign on Post	EA	19	500.00	9,500.00
17	Furnish and Install Bus Shelter	EA	3	45,000.00	135,000.00
18	Furnish and Install Trash Can	EA	5	1,500.00	7,500.00
19	Refurbish and Refinish Bench (Revokable)	EA	3	2,000.00	6,000.00
20	Furnish and Install Detectable Warning Surface	SF	8	2,000.00	16,000.00
21	PCC Hardscape (City Standard Sidewalk)	SF	3177	22.00	69,894.00

BIDDER: Globe Engineering Development

PROPOSAL FOR PW NO. 02-23-01

22	PCC Hardscape (6" Sidewalk)	SF	1019	22.00	22,418.00
23	AC Hardscape	SF	5606	7.00	39,242.00
24	AC Hardscape over Class II Aggregate Base	SF	700	8.00	5,600.00
25	Install Curb and Gutter	LF	226	55.00	12,430.00
26	Adjust Utility to Final Grade	EA	1	1,500.00	1,500.00
27	Install Thermoplastic Striping and Marking	LS	1	15,000.00	15,000.00

Bid Item	Description	Unit of Measure	Quantity	Unit Price	Total Price
1-A	Mobilization	LS	1	6,000.00	6,000.00
2-A	Water Pollution Prevention Plan	LS	1	3,500.00	3,500.00
3-A	Traffic Control	LS	1	3,000.00	3,000.00
4-A	Remove Bench	EA	1	2,000.00	2,000.00
5-A	Furnish and Install Bus Shelter	EA	2	45,000.00	90,000.00
6-A	PCC Hardscape (6" Sidewalk)	SF	621	28.00	17,388.00

Bid Item	Description	Unit of Measure	Quantity	Unit Price	Total Price
1-B	Mobilization	LS	1	6,000.00	6,000.00
2-B	Water Pollution Prevention Plan	LS	1	3,500.00	3,500.00
3-B	Traffic Control	LS	1	3,000.00	3,000.00
4-B	Remove Bench	EA	1	2,000.00	2,000.00
5-B	Furnish and Install Bus Shelter	EA	2	45,000.00	90,000.00
6-B	PCC Hardscape (6" Sidewalk)	SF	534	28.00	14,952.00

TOTAL BASE BID: Items 1 through 27: \$ 499,816.00
 TOTAL BID ALT A: Items 1-A through 6-A: \$ 121,888.00
 TOTAL BID ALT B: Items 1-B through 6-B: \$ 119,452.00

TOTAL BID: \$ 741,156.00

BIDDER: Globe Engineering Development**PROPOSAL FOR PW NO. 02-23-01**

Determination of low bidder shall be the lowest bid price on the base contract, or "TOTAL BASE BID".

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

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

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

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

BIDDER: Globe Engineering Development

PROPOSAL FOR PW NO. 02-23-01

5-2 PROPOSED SUBCONTRACTOR FORM

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the Project in excess of one half of one percent (.5%) of the prime Contractor's total bid. The Bidder is required to state the name, location of the place of business, and the California contractor license number per California PCC section 4104, of each subcontractor and the work which each subcontractor will perform. The Bidder hereby submits a list of subcontractors whom the Bidder proposes to employ on the work with the proper firm name and business contact information, work and value of each. If no subcontractors, sign form with none listed and include form with Bid Proposal.

SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK/CONTRACT BID ITEM	DIR NO.
JJ PEREZ PAVING INC	1018388	1814 Felsite St, Los Banos, CA, 93635	Asphalt Paving / Items #23 & #24	1001070443
DG STRIPING	1086970	2612 Sobrante Way Rancho Cordova, CA, 95670	Marking and Striping / Items #8 & #27	1001089494

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

BIDDER: Globe Engineering Development

PROPOSAL FOR PW NO. 02-23-01

Signed: _____

A handwritten signature in black ink, consisting of a stylized 'G' followed by a horizontal line and a flourish.

BIDDER: Globe Engineering Development

Exhibit A
PROPOSAL FOR PW NO. 02-23-01

5-3 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION - NOT USED

Bidder Globe Engineering Development

Proposal for PW NO. 02-23-01

5-4 NON-COLLUSION DECLARATION

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


The undersigned declares:

I am the President of Globe Engineering Development, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 15, 2025 at Fairfield (city), California."



(Signature of representative of Bidder)

Bidder Globe Engineering Development

Proposal for PW NO. 02-23-01

5-5 QUESTIONNAIRE TO GENERAL CONTRACTORS

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

YES [☐] NO [☒]

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

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

YES [☒] NO [☐]

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

YES [☐] NO [☒]

If the answer to No. 3 is "yes," please explain the following details:

- a. Date:
 - b. Name of person or group:
 - c. Job involved (if applicable):
 - d. Nature of threat:
 - e. Additional comments (use additional paper if necessary):
4. Disqualification or removal. Have you, any officer of Bidder, or any employee who has a proprietary interest in Bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? If so, explain the circumstances. (PCC §10162.)

YES [☐] NO [☒]

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

Bidder Globe Engineering Development

Proposal for PW NO. 02-23-01

TRUE? [X]

6. No convictions. Neither the Bidder nor any proposed subcontractor (nor the partner, member, officer, director, responsible managing officer, or responsible managing employee of either of them) has been convicted of any of the following offenses: fraud, bribery, collusion, conspiracy, bid-rigging, price-fixing, or any other act in violation of any state or federal antitrust or public corruption law in connection with the bidding upon, award of, or performance of, any public works contract with any public entity. (PCC §10285.1.)

TRUE? [X]

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

YES [X] NO []

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

TRUE [X]

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

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

SIGNED: 

05/15/2025

Please return this form with your bid proposal.

Bidder Globe Engineering Development

Proposal for PW NO. 02-23-01

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

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

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

Agency for Whom Work Was Done	Contact Name w/ Phone #	Project	Completion Date	Contract Price
City of Fairfield Public Work Dep.	Roger Dunham (RDUNHAM@fairfield.ca.gov / 707-428-7478)	CDGB Lee Bell Park and Sidewalk Gap Closure - Includes Concrete removal, Asphalt Removal, Concrete curb&gutters, Concrete Sidewalk, Asphalt, and Landscaping	06/2024	\$569,870
County of El Dorado Public Work Dep.	Cahndra Ghimire (chandra.ghimire@edcgov.us / 530 621-5998)	Clear Creek Road Scour Mitigation - Includes Excavation, grading, AB placing and compaction, HMA	10/2024	\$363,942
City of American Canyon, Public Work Dep.	Krisitne Santos (ksantos@americancanyon.gov / 707-647-4579)	Open Space Parking Improvement - Includes Excavation, grading, AB Placing and compaction, HMA, Concrete sidewalk, ADA Ramp, Fence, Striping & marking, Curb and gutter.	11/2024	\$421,000
County of Placer Public Work Dep.	Kyle Friedrich (kfriedri@placer.ca.gov / 530-745 7522)	HSIP Cycle 11 - Centerline Enhancements - Includes Marking and Striping, Pavement Marker, Sign and Signpost installations, metal guardrails.	11/2024	\$370,000
City of San Mateo Public Work Dep.	Sang Hee Cho (scho@cityofsanmateo.org / 650-522 7348)	School Zone Speed Limit Phases phases 2&3 Includes: Marking and Striping, Striping removal and fog seals, Sign and Signpost installations.	08/2023	\$170,000

SIGNED: _____

05/15/2025

Bidder Globe Engineering Development

Proposal for PW NO. 02-23-01

5-8 BIDDER'S REQUEST FOR MATERIAL SUBSTITUTION

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

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

Trade Name/Model or Catalog Number as Specified in Special Provisions	Substitute Trade Name/Model or Catalog Number

Signed: _____

05/15/2025

Bidder Globe Engineering Development

Proposal for PW NO. 02-23-01

5-9 GUARANTEE**CITY OF ALAMEDA**

- A. The Bidder guarantees the construction and installation all of the Work included in this Project.
- B. If within 12 months after the City accepts the Work under the Contract:
- (a) any of the materials or equipment prove defective; or
 - (b) the Work as a whole proves defective due to faulty workmanship, material furnished or methods of installation; or
 - (c) the Work or any part of it fails to operate properly as originally intended and in accordance with the Contract Documents;
- the Bidder/Contractor agrees to the following:
- 1. to reimburse the City, upon demand, for its expenses incurred in restoring the Work to the condition contemplated in the Project, including the cost of any equipment or materials replaced and the cost of removing and replacing any other Work necessary to make the replacement or repairs; or
 - 2. upon demand by the City, to replace any such material and to repair the Work completely without cost to the City so that the Work will function successfully as originally contemplated.
- C. The City has the unqualified option to make any needed replacements or repairs itself or to have those replacements or repairs done by the Bidder/Contractor. If the City chooses to have the Work performed by the Bidder/Contractor, the Bidder/Contractor agrees that the Bidder/Contractor will make the repairs and furnish the materials as are necessary, within a reasonable time after City's demand. If Bidder/Contractor fails or refuses to comply with the Bidder/Contractor's obligations under this guaranty, the City is entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of that failure or refusal.

Globe Engineering Development

Bidder/Contractor

05/15/2025

Date

Bidder Globe Engineering Development

Proposal for PW NO. 02-23-01

**5-10 AGREEMENT TO BE BOUND TO PROJECT STABILIZATION AGREEMENT -
NOT USED**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2025

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

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

PRODUCER Pacific Unity Insurance Solutions, Inc. 2241 Douglas Blvd. #250 Roseville CA 95661		CONTACT NAME: Bridgette Francis PHONE (A/C, No, Ext): 916-846-9555 E-MAIL ADDRESS: cert@pacificunity.com FAX (A/C, No): 916-846-9558	
INSURED Globe Engineering Development 2002 Elijah St Fairfield CA 94533-7245		INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Ins Co INSURER B: United Financial Cas Co INSURER C: The Hartford INSURER D: Navigators Ins Co INSURER E: Hartford (Rated by multiple companies) INSURER F:	
		NAIC #	
		38920	
		11770	
		36056	
		00914	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	01003504630	2/11/2025	2/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	992408464	1/29/2025	7/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	0100364087-0	4/21/2025	2/11/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECBP3M94	2/19/2025	2/19/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Operations Pollution Liability			CH25ECPZ0KY3MIC	4/21/2025	4/21/2026	Each Incident \$2M Agg. limit \$2M

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.

Initial

Le

6/5/2025

CERTIFICATE HOLDER

CANCELLATION

City of Alameda
 Public Works Office
 950 West Mall Square, Suite 110
 Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US-BLANKET

<i>Attached To and Forming Part of Policy</i> 0100350463-0	<i>Effective Date of Endorsement</i> 02/11/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SECTION IV – CONDITIONS, 8. Transfer of Rights of Recovery against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of “your work” done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

<i>Attached To and Forming Part of Policy</i> 0100350463-0	<i>Effective Date of Endorsement</i> 02/11/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

A. SECTION II - WHO IS AN INSURED is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" or "your product" for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by "your work" or "your product" for the Additional Insured.
2. Any insurance provided by this endorsement to an Additional Insured shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.
3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured
4. This insurance does not apply to "bodily injury" or "property damage," arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of "occurrence", claim, or "suit":

1. The Additional Insured must promptly give notice of an "occurrence", a claim which is made, or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

Policy Holder:

Globe Engineering Development
2002 Elijah Street
Fairfield, CA 94533

The attached endorsements listed below applies to policy number: 992408464

Form 2366 (02/11) Blanket Additional Insured Endorsement

Form 2367 (06/10) Blanket Waiver of Subrogation Endorsement

Endorsement effective: January 29, 2025

Endorsements listed above are effective until policy cancellation date.

Form 2366 (02/11) M_CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury or property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form 2367 (06/10)M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57 WEC BP3M94

Endorsement Number:

Effective Date: 02/19/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Globe Engineering Development
2002 ELIJAH ST
FAIRFIELD CA 94533

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 4/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$624.03		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

This Policy is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of your work done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AMENDMENT TO OTHER INSURANCE

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 4/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

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

For purposes of the coverage provided by this policy to an Additional Insured, the following is added to **SECTION V. CONDITIONS**, paragraph 2. **Other Insurance:**

This insurance is excess over any valid and collectible insurance issued specifically to the Additional Insured as a named insured, except when the written contract requires that such insurance apply on an excess basis over the insurance provided to the Additional Insured by this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

IMPORTANT NOTICE:

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on**

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

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

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

KINSALE INSURANCE COMPANY
2035 Maywill Street, Suite 100
Richmond, VA 23230

COMMERCIAL EXCESS LIABILITY DECLARATIONS

Policy Number: 0100364087-0
Producer Number: 23601
Name and Address: CRC Commercial Solutions - Irvine, CA (Main St.)
2020 Main Street, Suite 700
Irvine, CA 92614

NAMED INSURED:	Globe Engineering Development
MAILING ADDRESS:	2002 Elijah St Fairfield, CA 94533
POLICY PERIOD:	FROM 04/21/2025 TO 02/11/2026 at 12:01 AM at the address of the named insured as shown above.

1. LIMITS OF INSURANCE	
Each Occurrence:	\$3,000,000
Annual Aggregate:	\$3,000,000

2. SCHEDULE OF UNDERLYING INSURANCE	
Schedule of Underlying Insurance:	Refer to CAX1001, SCHEDULE OF UNDERLYING INSURANCE

3. PREMIUM	
Total Premium (Deposit Premium):	\$3,500
Company Fee:	\$250
Total Payable at Inception:	\$3,750

4. DESCRIPTION OF BUSINESS	
DESCRIPTION OF OPERATIONS:	General Contractor, Painting, Site Prep, Striping, and Road Sign Installation Contractor
Business Type:	Corporation

5. FORMS AND ENDORSEMENTS	
Refer to ADF4001, SCHEDULE OF FORMS	

6. AUDIT			
Policy Subject To Audit:	Y	Audit Period:	Annual

SUMMARY OF CHARGES	
Premium	\$3,500.00
Carrier Fee	\$250.00
Broker Fee	\$300.00
Surplus Lines Tax	\$112.50
Stamping Office Fee	\$6.75
Total	\$4,169.25

NOTICE - WHERE TO REPORT A CLAIM

It is important that losses, claims, or incidents (if incident reporting is permitted under the Policy) are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses, claims, or incidents to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, online, fax, or U.S. mail.

By E-mail:

Newclaimnotices@kinsaleins.com

Online:

<https://claims.kinsaleins.com>

By FAX:

1-804-482-2762, Attention Claims Department

or

By Mail:

Claims Department
Kinsale Insurance Company
P. O. Box 17008
Richmond, Virginia 23226

Street Address:

Claims Department
Kinsale Insurance Company
2035 Maywill Street, Suite 100
Richmond, Virginia 23230

SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

CAX1000-0521 - Commercial Excess Liability Declarations
 ADF9013-0524 - Notice - Where to Report a Claim
 ADF4001-0110 - Schedule of Forms
 CAX1001-0224 - Schedule of Underlying Insurance
 CAX0001-0817 - Commercial Excess Liability Policy
 ADF2000-0622 - Policy Amendment - Extrinsic Evidence
 CAX2001-0721 - Conditions - Premium Audit
 CAX4011-0510 - Limitation- Independent Contractors
 CAX4014-1211 - Non-Drop Down Provision
 CAX4020-1120 - Limitation - Underground Facility
 CAX4023-1121 - Additional Policy Provisions - Premium - Scheduled Minimum And Deposit
 CAX4028-0524 - Excess Basis of Premium
 ADF3001-0110 - Exclusion - Tainted Drywall
 ADF3002-0110 - Exclusion - Terrorism
 ADF3003-0922 - Exclusion - Absolute Pollution and Pollution Related Liability
 ADF3017-0622 - Exclusion - Biometric Information Privacy Laws
 CAX3006-1219 - Exclusion- Dedicated Insurance Programs
 CAX3008-0110 - Exclusion- Subsidence
 CAX3012-0619 - Exclusion - Prior Work
 CAX3015-0422 - Exclusion- New York
 CAX3016-0820 - Exclusion - EIFS (Exterior Insulation And Finish Systems)
 CAX3019-0110 - Exclusion- Named Insured vs. Named Insured
 CAX3022-0222 - Exclusion- Employers' Liability
 CAX3030-0110 - Exclusion- New Entities
 CAX3032-0110 - Exclusion- Injury to Independent Contractors
 CAX3042-0623 - Absolute Exclusion - Auto
 CAX3045-0110 - Exclusion- Punitive Damages
 CAX3059-0110 - Exclusion- Designated Work
 CAX3062-0610 - Exclusion - Colorado
 CAX3065-0912 - Exclusion - West Virginia
 CAX3072-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
 CAX3080-0416 - Exclusion - Highway or Bridge Work
 CAX3088-0623 - Exclusion - Fire or Fire-Related Injury or Damage
 CAX3094-0218 - Exclusion - Puerto Rico
 CAX3107-0524 - Exclusion - Pathogen and Related Hazards
 CAX3111-0923 - Exclusion - Traffic Control
 CAX3113-0519 - Exclusion - Cancer
 CAX3126-1024 - Exclusion - Open Roof
 CAX3170-0122 - Exclusion - Subways And Tunnels
 CAX3171-0122 - Exclusion - Railroads And Rail Operations
 CAX3177-0324 - Absolute Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
 CAX3204-0124 - Exclusion - Missouri
 ADF9004-0110 - Signature Endorsement
 ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

SCHEDULE OF UNDERLYING INSURANCE

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

PRIMARY INSURANCE: Policy Type: General Liability			
Issuing Company:	Kinsale Insurance Company	Limits of Insurance:	
Policy Number:	0100350463-0	Each Occurrence/Claim:	\$1,000,000
Policy Dates:	02/11/2025 - 02/11/2026	General Aggregate:	\$2,000,000
Coverage Form:	Occurrence	Products/Completed Operations Aggregate:	\$2,000,000
Retroactive Date:	N/A	Personal and Advertising Injury Limit:	\$1,000,000
	(claims made policy only)		

COMMERCIAL EXCESS LIABILITY POLICY

PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is covered and not covered. Throughout this policy, the words “you” and “your” refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an insured under the “underlying insurance”. The words “we” and “us” refer to the Company shown in the Declarations. Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION II--DEFINITIONS**.

SECTION I- COVERAGE

A. INSURING AGREEMENT

We will pay on behalf of the Named Insured those sums in excess of the “underlying insurance” that you become legally obligated to pay as damages because of injury or property damage to which this insurance applies, provided that the damages would be covered by the “underlying insurance(s)”, but for the exhaustion of the applicable Limits of Insurance.

This policy shall follow the terms, definitions, conditions and exclusions of the “primary insurance” and of any other “underlying insurance” only to the extent coverage is further limited or restricted by the terms and conditions of such other “underlying insurance”; subject always to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of the “underlying insurance” conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not, in any event, provide broader coverage than that provided by the “underlying insurance”.

The amount we will pay for damages shall not exceed the Limits of Insurance stated in **Item 1** of the Declarations.

B. DEFENSE, INVESTIGATION, SETTLEMENT

1. When the Limit of Insurance of “underlying insurance” have not been exhausted, the Company will have the right but not the duty to participate in the investigation, defense and settlement of claims or suits against you seeking damages because of injury or damage to which this insurance might apply. If a claim or suit is settled within the limits of insurance of the “underlying insurance(s)”, no costs will be payable by the Company.
2. When the Limit of Insurance of “underlying insurance” are exhausted by payments of judgments, settlements, and any costs or expenses subject to such limit, we will have a duty to defend claims or suits to which this insurance applies. We may, at our discretion, investigate and settle any claims or suits however we will have no duty to defend an insured against any claim or suit seeking damages to which this insurance does not apply. No other duty, obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for elsewhere in this policy.
3. Subject to the above provisions, costs incurred by you without the written consent of the Company shall be paid by you.
4. When we assume the defense of any claim or suit against you that seeks damages covered by this policy, we will pay all costs to the extent that such payments are not covered elsewhere.

5. If the “primary insurance” includes defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included within and will reduce the Limits of Insurance of this policy as shown in **Item 1** of the Declarations.
6. We will have no duty to investigate, defend or settle claims or suits brought against you once the Limits of Insurance of this policy as stated in **Item 1** of the Declarations are exhausted, or if claims or suits brought against you are excluded from coverage under this policy.

SECTION II- DEFINITIONS

1. “Primary insurance” means the “underlying insurance” policy(ies) listed as “primary insurance” in the Schedule of Underlying Insurance forming a part of this policy.
2. “Underlying insurance(s)” - means:

All policies or self insurance, including the “primary insurance”, listed in the Schedule of Underlying Insurance and any replacements or renewals of them, provided that such replacement or renewal policy(ies) provide coverage equivalent to and afford limits of insurance equal to or greater than the policy(ies) being renewed or replaced.

Policies purchased or issued for newly acquired or newly formed organizations shall not be more restrictive than any of the policies included in the Schedule of Underlying Insurance.

If any “underlying insurance” is subject to a sublimit, this insurance shall not drop down as excess of such sublimit, however, the limit of insurance of the “underlying insurance” shall be recognized as depleted to the extent of the underlying insurer’s payment of loss subject to such sublimit.

SECTION III- EXCLUSIONS

All exclusions in the “underlying insurance”, will also apply to the Limits of Insurance and coverages available under this policy. If there are conflicts in the exclusions of the “underlying insurance” with any of the exclusions of this policy, the exclusions in this policy will apply.

1. **Uninsured Motorists, Underinsured Motorists and No Fault**

This insurance does not apply to any liability, loss and/or damage, expense, costs, or defense arising out of any:

- a. Uninsured or Underinsured Motorist law; or
- b. No Fault Law, Automobile Medical Payments Coverage or similar act or law; or
- c. Any automobile accident reparation law.

2. **Lead, Asbestos, Silica, Erionite**

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving asbestos, lead, silica or erionite, including any expenses or any obligations to share damages with or repay anyone else who must pay damages from asbestos, lead, silica or erionite.

This exclusion applies to:

- a. Any injury or damages of any type arising out of the inhalation, ingestion, exposure to, absorption of, or toxic substance from asbestos, lead, silica or erionite in any form or from any goods, products or structures containing same;
- b. The existence of asbestos, lead, silica or erionite in any form in occupancy or construction or the manufacture, sale, transportation, handling, storage, disposal, removal or degradation of same or goods or products containing asbestos, lead, silica or erionite;
- c. Any hiring, placement, supervision, training, retention, act, error or omission; or
- d. Any recommendations, requests or warnings, or, advice given or that should have been given, as well as any costs, including but not limited to abatement, mitigation, degradation, removal, containment, treatment, detoxification, neutralization or disposal of same or in any way respond to or assess the effects of asbestos, lead, silica or erionite.

3. Discrimination

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligation to share damages with or repay another who must pay damages from discrimination.

4. Employment Practices

This insurance does not apply to liability for employment-related practices, regardless of allegations, nor to any expenses nor to any obligation to share damages with or repay anyone else who must pay damages from same including but not limited to:

- a. Refusal to employ or termination of employment;
- b. Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation or other employment related practices, policies, acts or omissions;
- c. Consequential injury as a result of a. or b. above.

5. Classification Limitation

This insurance applies only to the operations that are described in the DESCRIPTION OF OPERATIONS shown on the Declarations page of this policy.

6. Duty To Defend

Where there is no coverage under this policy, there is no duty to defend.

7. Professional Liability

This insurance does not apply to professional liability, malpractice, errors, or omissions or acts of any type including rendering or failure to render any type of professional service nor to any expenses or any obligation to share damages with or repay anyone else who must pay damages from same, unless such Professional Liability coverage is specifically endorsed onto this policy or included as "underlying insurance".

8. Fiduciary

This insurance does not apply to any claim or suit arising directly from or indirectly out of, related to, or, in any way involving:

- a. Coercion, conversion or misappropriation of the funds or property of others;
- b. Dishonest, fraudulent, criminal or malicious acts or omissions of the insured, or any partner or employee or any person for whom you are legally responsible; or
- c. Activities or operations performed in the capacity of a fiduciary.

9. War

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving:

- a. Hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual impending or expected attack by:
 - 1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - 2) Military or naval or air forces, or
 - 3) An agent of 1) or 2) above, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion, or biological, chemical or radiological discharge shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.
- b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

10. Prior Injury or Damage

This insurance does not apply to injury or damage which begins or takes place before the inception date of this policy, regardless of whether or not such injury or damage is known to any insured; provided that when "primary insurance" applies on a claims-made basis, this insurance does not apply to injury or damage which begins or takes place before the retroactive date of this policy. If the retroactive date of this policy differs from that of any "underlying insurance", the retroactive date of this policy shall apply. This exclusion shall apply even though the nature and extent of such damage or injury may change and even though the damage or injury may be continuous, progressive, cumulative, changing or evolving, and even though the occurrence causing such injury or damage may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.

If you are a contractor, builder or developer the following also applies:

All property damage to units of or within a single project or development and arising from the same general type of harm or condition, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage may change and even though the occurrence causing such property damage may be or involve a continuous or repeated exposure to substantially the same general harm or condition which also continues or takes place (in the case of repeated exposure to the substantially the same general harm or condition) during the policy period of this policy.

11. Sublimited Coverages

This insurance does not apply to liability arising out of any coverages shown in the Schedule of Underlying Insurance that have limits lower than the per occurrence or per claim limit, or the aggregate limits shown for that particular scheduled "underlying insurance".

This exclusion applies regardless of the limits of insurance of the "underlying insurance" and whether or not those limits of insurance are part of, in addition to, or, separate from the limits of insurance of the "underlying insurance".

12. ERISA

This insurance does not apply to any liability arising out of the Employee Retirement Income Security Act of 1974 (ERISA) including any amendments thereto or any similar state, statutory or common law.

13. Occupational Disease

- a. Any injury to any insured's employee(s) arising from an "occupational disease(s)"; or
- b. Any injury to any person or any claims by any person that they sustained injury or the fear of sustaining injury arising out of any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

"Occupational disease(s)" means any physical or mental disease, condition or disability of any employee(s) of any insured arising out of the insured's operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

14. Property in the Care, Custody or Control of Insured

Property damage to property in the care, custody or control of any insured or the employee(s) of any insured, over which the insured or any of the insured's employees are for any purpose, exercising physical control.

15. Fungi and Bacteria

Bodily injury or property damage that in any way, in whole or in part, arises out of, relates to or results from:

- a. Actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of or presence of "fungi or bacteria" in any manner or form whatsoever;
- b. The actual or alleged failure to warn, advise or instruct related to "fungi or bacteria" in any manner or form whatsoever;
- c. The actual or alleged failure to prevent exposure to "fungi or bacteria" in any manner or form whatsoever; or
- d. The actual or alleged presence of "fungi or bacteria" in any manner or form whatsoever, in any place whatsoever, whether or not within a facility owned or used by the Named Insured, including the contents of such facility.

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi or bacteria", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting from "fungi or bacteria".

This exclusion does not apply to any "fungi or bacteria" that are intended to be on or contained in food or beverages intended for consumption.

As used in this exclusion, "fungi or bacteria" include, without limitation, mold, mildew, yeast, spores, mycotoxins, endotoxins, or other pathogens, as well as any particulates or byproducts of any of the foregoing, either directly or indirectly.

SECTION IV- LIMITS OF INSURANCE

Regardless of the number of insureds under this policy, persons or organizations who sustain injury or damage or claims made or suits brought, the Company's liability is limited as follows:

1. The Limit of Insurance under this policy applies only when the total applicable limits of the “underlying insurance” have been exhausted solely as a result of actual payment of claims for damages by the underlying insurer(s) including if applicable actual payments by the underlying insurer(s) of any costs or expenses incurred in the investigation or defense of any claim.
2. The Limit of Insurance shown in **Item 1** of the Declarations as Each Occurrence is the most we will pay for damages because of bodily injury, property damage, personal and advertising injury arising out of any one occurrence or event.
3. The Limit of Insurance shown in **Item 1** of the Declarations as the Annual Aggregate is the most we will pay for all damages.
4. If the applicable aggregate Limit of Insurance has been reduced by payments of claims or expenses to an amount that is less than the Occurrence limit stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other occurrence.
5. The Limits of Insurance of this policy apply to the entire policy period shown in the Declarations. If this policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding policy period for the purposes of determining the Limit of Insurance.

SECTION V- CONDITIONS

If any conditions of the “underlying insurance” conflicts with any conditions of this policy, the conditions of this policy will apply:

1. Maintenance of Underlying Insurance

You will maintain the “underlying insurance” in full force and effect during the term of this policy, and agree to inform us within 30 days of any replacement or material change to that “underlying insurance” by the same or any other company.

Even if you do not maintain the “underlying insurance” in full force and effect or if you fail to meet all conditions, terms and warranties of such “underlying insurance”, this policy will apply as if those policies were available and collectible.

The aggregate limits of the “underlying insurance” shall be unimpaired at the effective date of this policy and:

- a. If “underlying insurance” applies on an occurrence basis, for the purpose of the insurance provided by this policy, only occurrences taking place during the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits; or
- b. If “underlying insurance” applies on a claims-made basis, for the purpose of the insurance provided by this policy, only injury or damage taking place after the retroactive date shown in the Declarations of this policy and before the end of the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

Even if replacement policies provide coverage with limits of insurance that are less than those indicated in the “underlying insurance” this policy will apply as if the terms, conditions and limits of the original “underlying insurance(s)” were still available and collectible, except insofar as this policy has been endorsed in writing to reflect such changes in the “underlying insurance”.

Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable under this policy only to the extent that we would have been liable if you complied.

For the purposes of this policy, if the limit of insurance of any "underlying insurance" is not paid or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance";
- b. Any defense which the underlying insurer may assert; or
- c. The inability or failure for any reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "underlying insurance" was available and collectible.

No statement contained in this condition limits our right to cancel or not renew this policy.

2. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent, or any other basis, except any other insurance written specifically to be excess over this policy.

3. Duties in the Event of an Occurrence, Claim or Suit

You must see to it that we are notified as soon as practicable of an occurrence that may result in a claim for damages or suit under this policy. To the extent possible, notice should include:

- a. How, when and where the occurrence took place;
- b. The names, addresses, or any injured persons and any witnesses; and
- c. The nature and location of any injury or damage arising out of the occurrence.

If a claim is made, or suit is brought against you, which is reasonably likely to involve this policy, you must notify us in writing. Written notice should be mailed to the Company at the address shown on the Declarations page of this policy. You and any other insured must:

- a. immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit; and
- b. authorize us to obtain records and other information; and
- c. cooperate with us in the investigation, settlement and defense of the claim or suit; and
- d. assist us upon our request, in the enforcement of any right against any person or organization that may be liable to you because of injury or damage to which this policy may apply.

Except at your own cost, you will not voluntarily make payment, assume any obligation or incur any expense without our consent.

4. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally incapacitated, bankrupt or insolvent, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. In any event, Notice of Cancellation sent to the first Named Insured as shown in the Declarations, and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

5. Territory

This insurance applies to occurrences that take place in the coverage territory as it is described below:

- 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.

6. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - 1) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or
 - 2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any refund due subject to the minimum earned premium provisions of the policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

7. Non-Renewal

- a. If we elect not to renew this policy we shall mail written notice to the first Named Insured at the address shown in the declarations. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the policy period.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

8. Changes

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

9. Representations

By accepting this policy, you agree that the statements in the Declarations are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

10. Terms, Conditions And Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date

of the policy or on an annual basis, the Company will determine the rate and premium and may amend the terms and conditions of the policy in accordance with the rates and rules then in effect.

11. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

12. Service Of Suit

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such court.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee is authorized and directed to accept service of process and will enter a general appearance on behalf of the Company in any such suit.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

13. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization 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.

14. Legal Action Against Us

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless it is commenced within twelve (12) months next after discovery by the insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this Policy is issued, such limitation is invalid then any such claims shall be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such state. 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.

15. Binding Arbitration

All disputes under this policy shall be subject to binding arbitration as follows:

- a. All disputes over coverage or any rights afforded under this policy, including whether an entity or person is a Named Insured, an insured, an additional insured or the effect of any applicable statutes or common

law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The Arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall have experience in insurance coverage of the type afforded by this policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the Arbitrators. The potential arbitrators from which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

- b. All disputes regarding payment(s) owed under this policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Nuclear Energy Liability Exclusion

- 1. The insurance does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage:

- (1) With respect to which an insured under the Policy 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
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) 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.

- B. Under any Liability Coverage, to 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 exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this provision:

"Hazardous properties" includes radioactive, toxic or explosive properties.

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

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"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 ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"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.

"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.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY AMENDMENT - EXTRINSIC EVIDENCE

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

ALL COVERAGE FORMS

Notwithstanding any provision of this Policy to the contrary, all Insuring Agreements in all Coverage Forms, Coverage Sections, Coverage Parts, or endorsements included in this Policy are amended by adding the following:

Our right and duty to defend or indemnify the insured against any claim or suit will be determined by review of the facts and allegations pleaded and the terms of this Policy, and we may look to and consider extrinsic evidence outside of the allegations, facts pleaded, or any combination thereof by any claimant to determine whether we owe a duty to defend or indemnify against any such claim or suit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONS - PREMIUM AUDIT

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

SCHEDULE

Rating Base:	Rate:	Premium Basis:
\$257,250 Gross Sales	\$13.60	per \$1,000 Gross Sales

The following is added to this Policy:

Premium Audit

- a. We will compute all premiums for this Policy in accordance with our rules and rates.
- b. Premium for this Policy, shown on the Declarations page, is a deposit premium only and will be credited toward the final earned premium calculated by premium audit and due at the end of the policy period.
 - (1) At the close of each audit period, or any part thereof, terminating at the end of the policy period or upon cancellation, if applicable, we may conduct an audit of your books and records to determine the actual earned premium for the policy period. Such premium amount will be calculated in accordance with the Premium Basis shown in the Schedule above.
 - (2) If the total earned premium calculated for that period is greater than the TOTAL PREMIUM (DEPOSIT PREMIUM) paid, as indicated on the Declarations page, the additional premium owed based upon such premium audit calculation is due upon notice to the first Named Insured.
 - (3) If the total earned premium calculated for that period is less than the TOTAL PREMIUM (DEPOSIT PREMIUM) paid, as indicated on the Declarations page, we will retain no less than the Minimum and Deposit Premium, as described in the Additional Policy Provisions – Premium endorsement attached to this Policy.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Failure to provide such records upon request will be deemed a breach of Policy Conditions, which may subject this Policy, as well as any other policies issued to you, to cancellation. We have the right, but not the obligation to conduct an audit of records needed for premium computation after the expiration of this Policy. Audits may be conducted physically, remotely or by any other means we may choose.
- d. We will make no less than two attempts to contact you directly to conduct an audit and at least one attempt to contact your agent or broker of record for assistance should direct contact efforts fail. These attempts will occur over a span of no less than two calendar weeks. Any refusal or failure by you: a) to maintain or provide needed records or b) to allow us to conduct an audit of needed records will result in:
 - (1) Our developing and calculating a final audit premium based on information available to us and without your cooperation and assistance; or

(2) The assessment of an Audit Noncompliance Charge, if applicable to this Policy.

If final premium audits calculated without your cooperation and assistance result in additional premium owed to us, you are obligated and agree to pay such additional premium.

You may dispute such final premium audit results or the assessment of an Audit Noncompliance Charge, but only if you provide notice and explanation of your dispute to us, in writing, and your written notice includes verifiable documentation that supports your dispute and allows for premium computation.

Refusal or failure to provide written notice of your dispute along with verifiable documentation supporting your dispute and allowing for premium computation will indicate to us your agreement with the audit results.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION- INDEPENDENT CONTRACTORS

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage or other injury or damage arising directly or indirectly out of, related to, or, in any way involving acts of independent contractors or subcontractors contracted by you or on your behalf unless at the time the bodily injury, property damage or other injury or damage occurs:

1. The independent contractor or subcontractor contracted by you or on your behalf:
 - a. Maintains insurance coverage with limits of insurance equal to or greater than the insurance coverage and limits of insurance provided by the General Liability Policy scheduled as "primary insurance"; and
 - b. Provides you with an endorsement or certificate of insurance indicating that you have been added to the independent contractor's or subcontractor's general liability policy as an Additional Insured; and
 - c. Provides you with an endorsement or certificate indicating that the independent contractor's or subcontractor's general liability insurance company has agreed to provide a Waiver of Subrogation endorsement in your favor; and
2. The contracts with the independent contractor or subcontractor you have hired contain hold harmless and indemnity agreements in your favor, indemnifying you against any losses or expenses arising from or related to work performed for you or on your behalf by such independent contractor or subcontractor.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-DROP DOWN PROVISION

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

Item 1. of **SECTION IV- LIMITS OF INSURANCE** is deleted and replaced with the following:

1. The Limit of Insurance under this policy applies only when the total applicable limits of the “underlying insurance” have been exhausted solely as a result of the actual payment of claims for damages by the underlying insurer(s) for claims that are covered under this policy, including if applicable actual payments by the underlying insurer(s) of any costs or expenses incurred in the investigation or defense of any claim covered under this policy. It shall be the insured's sole responsibility to provide other insurance or self-insurance for any impairment of the underlying aggregate limit as a result of payments of claims for damages excluded under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - UNDERGROUND FACILITY

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage or “underground property damage” arising directly or indirectly out of, related to, or in any way involving any failure by you, or others working on your behalf, to:

- (1) Take “appropriate” steps to locate, identify, or mark the location of any “underground facility” in advance of any job or work commencing;
- (2) Take “appropriate” steps to relocate, re-identify, or re-mark the location of any “underground facility” during the course of any job or work, as needed or required by statute or regulation; or
- (3) Use “appropriate” methods of digging, excavating, grading, drilling, burrowing, boring, pile driving, or any other means of removing earth as required by statute or regulation.

For purposes of this exclusion, the following definitions apply:

"Underground property damage" means property damage to an "underground facility" including any resulting property damage to any other property, caused by digging, grading land, paving, excavating, drilling, burrowing, filling, back-filling, horizontal boring or pile driving.

"Appropriate" means actions normally taken or used in the job site jurisdiction before or during any job or work in order to prevent or protect from damage to “underground facilities”, including those actions, steps, or methods required by statute or regulation. This includes, without limitation, any painting, flagging, staking, or mapping of “underground facilities”, potholing or daylighting, hand digging, soft digging, vacuum excavation methods, or any other similar procedure or action required by any statute or regulation applicable in the area in which the job is occurring.

"Underground facility" means any item located below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephonic or telegraphic communications, television, fiber optic, digital, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substances and including but not limited to pipes, sewers, conduits, mains, cables, valves, lines, wires, tanks, tunnels, manholes, attachments and any other similar property, and any apparatus used with them beneath the surface of the ground or water.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL POLICY PROVISIONS - PREMIUM - SCHEDULED MINIMUM AND DEPOSIT

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

SCHEDULE

A.	Minimum and Deposit Premium:	100%
B.	Percentage of Premium retained (Minimum Earned Premium):	25%

This endorsement sets forth the **Minimum Earned Premium** and **Minimum and Deposit Premium** provisions for this Policy, calculated as follows:

1. The **Minimum and Deposit Premium** for this Policy is shown in item **A.** of the Schedule above and is a percentage of the TOTAL PREMIUM (DEPOSIT PREMIUM) shown on the Declarations page, plus any premium adjustments by endorsement and any additional premium calculated as a result of any premium audit, if applicable.
2. Audits that indicate a return premium will not reduce the **Minimum and Deposit Premium** described in Paragraph 1. above.
3. If you cancel this Policy and:
 - a. The Policy **is not** subject to audit, the return premium will be 90% of the unearned premium. However, in no event will we retain less than the **Minimum Earned Premium**, calculated by multiplying the percentage shown in item **B.** of the Schedule above by the **Minimum and Deposit Premium** described in Paragraph 1. above.
 - b. The Policy **is** subject to audit, the earned premium will be determined by final audit. However, in no event will such earned premium be less than the **Minimum Earned Premium**, calculated by multiplying the percentage shown in item **B.** of the Schedule above by the **Minimum and Deposit Premium** described in Paragraph 1. above.
4. If we cancel the Policy for any reason, other than nonpayment of premium, you will be returned the full amount of unearned premium, as determined by premium audit and without any **Minimum Earned Premium** retention as described in **B.** of the Schedule above.

Provided that, if any Audit Noncompliance Charge has been imposed on this Policy and any charge computed as a result is owed, unearned premium will be calculated after deducting such charge due to us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS BASIS OF PREMIUM

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

The basis used for determining the premium charge is indicated in the **Premium Audit** condition of this Policy. The definition of each basis of premium is as follows:

A. Acres

The total amount of acreage at the insured premises.

The rates apply per acre.

B. Admissions

The total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 admissions.

C. Area

The total number of square feet of floor space at the insured premises, computed as follows:

1. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
 - a. Courts and mezzanine types of floor openings.
 - b. Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.
2. For tenants, determine the area they occupy in the same manner as for entire buildings.
3. The rates apply per 1,000 square feet of area.

D. Each

This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the classification footnotes, such as "per person".

E. Flat Charge

A fixed non-variable amount.

F. Gross Domestic Sales

1. Definition

The Named Insured's total amount of sales, without any adjustment for expenses and utilizing the accrual basis accounting method, inclusive of sales from concessionaires of the Named Insured and others trading under the insured's name, for:

- a. All goods or products, sold or distributed in the United States;
- b. Grant revenue arising out of operations within the United States;
- c. Royalties arising out of operations within the United States, unless otherwise noted in Paragraph 3.e. below;
- d. Operations performing during the policy period in the United States;
- e. Rentals within the United States; and
- f. Dues or fees arising out of operations within the United States.

2. Inclusions

The following items shall be included when determining gross domestic sales:

- a. Freight allowance to customers;
- b. Per diem or travel reimbursement;
- c. Total sales of consigned goods and warehouse receipts;
- d. Pass-through sales;
- e. Discounts of any kind, unless otherwise noted in Paragraph 3. below;
- f. Income from reimbursable expenses;
- g. Bad debts;
- h. Repossession of items sold on installments (amount actually collected);
- i. To the extent that coverage is provided by this Policy, foreign sales;
- j. Sales attributable to business activities with other companies or individuals that have provided evidence of their own insurance; and
- k. Rebates paid.

3. Exclusions

The following items shall be deducted when determining gross domestic sales:

- a. Sales or excise taxes which are collected and submitted to a governmental division;
- b. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
- c. Finance charges for items sold on installments;
- d. Freight charges on sales if freight is charged as a separate item on customer's invoice;
- e. Royalty income from patent rights or copyrights which are not product sales;
- f. Rental receipts for products liability coverage only;
- g. Intercompany sales between companies included on this Policy as Named Insureds;
- h. Sales derived from work performed under a wrap-up insurance program or Owner Controlled or Contractor Controlled Insurance Programs (OCIP or CCIP); and
- i. Rebates received.

4. Application

The rates apply per \$1,000 of Gross Domestic Sales.

G. Gross Sales

1. Definition

The Named Insured's total amount of sales, without any adjustment for expenses and utilizing the accrual basis accounting method, inclusive of sales from concessionaires of the Named Insured and others trading under the insured's name, for:

- a. All goods or products, sold or distributed;
- b. Operations performed during the policy period;
- c. Grant revenue;
- d. Royalties, unless otherwise noted in Paragraph 3.e. below;
- e. Rentals; and
- f. Dues or fees.

2. Inclusions

The following items shall be included when determining gross sales:

- a. Freight allowance to customers;
- b. Per diem or travel reimbursement;
- c. Total sales of consigned goods and warehouse receipts;
- d. Pass-through sales;
- e. Discounts of any kind, unless otherwise noted in Paragraph 3. below;
- f. Income from reimbursable expenses;
- g. Bad debts;
- h. Repossession of items sold on installments (amount actually collected);
- i. To the extent that coverage is provided by this Policy, foreign sales;
- j. Sales attributable to business activities with other companies or individuals that have provided evidence of their own insurance; and
- k. Rebates paid.

3. Exclusions

The following items shall be deducted when determining gross sales:

- a. Sales or excise taxes which are collected and submitted to a governmental division;
- b. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
- c. Finance charges for items sold on installments;
- d. Freight charges on sales if freight is charged as a separate item on customer's invoice;
- e. Royalty income from patent rights or copyrights which are not product sales;
- f. Rental receipts for products liability coverage only;
- g. Intercompany sales between companies included on this Policy as Named Insureds;
- h. Sales derived from work performed under a wrap-up insurance program or Owner Controlled or Contractor Controlled Insurance Program (OCIP or CCIP); and
- i. Rebates received.

4. Application

The rates apply per \$1,000 of Gross Sales.

H. Net Sales

Net Sales means Gross Sales as defined in Paragraph **G.1.** above, including all defined inclusions and exclusions in Paragraphs **G.2.** and **G.3.** above, minus the expenses attributable to the costs of the goods sold or distributed by the Named Insured. Expenses attributable to the costs of the goods sold shall include the cost of the materials used in creating the goods and the direct labor costs used in producing the goods.

The rates apply per 1,000 of Net Sales.

I. Payroll

1. Definition

- a. Payroll means remuneration.
- b. Remuneration means money or substitutes for money.

2. Inclusions

Payroll includes the following items:

- a. Commissions;
- b. Bonuses;
- c. Extra pay for overtime work, except as provided in Paragraph H.4.;
- d. Pay for holidays, vacations or periods of sickness;
- e. Payment by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
- f. Payment to employees on any basis other than time worked, such as piecework, profit sharing or incentive plans;
- g. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured;
- h. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
- i. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown in the insured's records;
- j. The value of meals received by employees as part of their pay to the extent shown in the insured's records;
- k. The value of store certificates, merchandise, credits, or any other substitute for money received by employees as part of their pay;
- l. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
- m. The payroll of executive officers of a corporation and individual insureds and co-partners. For the purposes of payroll determination, managers of limited liability companies shall be considered executive officers and members of limited liability companies shall be considered co-partners;
 - 1) The executive officers of a corporation are those persons holding any of the officer positions created by the Named Insured's charter, constitution or by-laws or any other similar governing document.
 - 2) The payroll of all executive officers of a corporation and individual insureds or co-partners engaged principally in clerical operations or as salespersons, and officers and co-partners who are inactive for the entire policy period, shall not be included for premium purposes.
 - 3) For part-time or seasonal businesses, the payroll amounts may be reduced by 2 percent for each full calendar week in excess of twelve during which the risk performs no operations.
- n. The payroll of leased workers furnished to the Named Insured by a labor leasing firm.
 - 1) Premium on such payroll shall be based on the classifications and rates that would have applied if the leased workers had been the direct employees of the Named Insured. If payroll is unavailable, use 100% of the total cost of the contract for leased workers as the payroll of leased workers. The premium shall be charged on that amount as payroll.
 - 2) If investigation of a specific employee leasing contract discloses that a definite amount of the contract price represents payroll, such amount shall be considered payroll for premium computation purposes.
- o. Fees paid to employment agencies for temporary personnel provided to the insured.

3. Exclusions

- a. Tips and other gratuities received by employees;

- b. Payments by an employer to group insurance or group pension plans for employees, other than payments covered by Paragraph H.2.e.;
- c. The value of special rewards for individual invention or discovery;
- d. Dismissal or severance payments except for time worked or accrued vacation;
- e. The payroll of clerical office employees;
 - 1) Clerical office employees are those employees who work in an area which is physically separated by walls, floors or partitions from all other work areas of the insured and whose duties are strictly limited to keeping the insured's books or records or conducting correspondence, including any other employees engaged in clerical work in the same area.
- f. The payroll of salespersons, collectors or messengers who work principally away from the insured's premises;
 - 1) Salespersons, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer. This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
- g. The payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles;
- h. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity; and
- i. The payroll of draftsmen if their duties are limited to office work only and who are engaged strictly as draftsmen in such a manner that they are not exposed to the operative hazards of the business. The payroll of these draftsmen shall be assigned to the classification "Draftsmen" - Code 91805.

4. Overtime

a. Definition

Overtime means those hours worked for which there is an increase in the rate of pay:

- 1) For work in any day or in any week in excess of the number of hours normally worked, or
- 2) For hours worked in excess of 8 hours in any day or 40 hours in any week, or
- 3) For work on Saturdays, Sundays or Holidays.

In the case of guaranteed wage agreements, overtime means only those hours worked in excess of the number specified in such agreement.

b. Exclusion of Overtime Payroll

The extra pay for overtime shall be excluded from the payroll on which premium is computed as indicated in b.1) or b.2), provided the insured's books and records are maintained to show overtime pay separately by employee and in summary by classification.

- 1) If the records show separately the extra pay earned for overtime, the entire extra pay shall be excluded.
- 2) If the records show the total pay earned for overtime (regular pay plus overtime pay) in one combined amount, 1/3 of this total pay shall be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, 1/2 of the total pay for double time shall be excluded.

Exclusion of overtime pay does not apply to payroll assigned to the "Stevedoring" classifications.

5. Application

The rates apply per \$1,000 of payroll.

J. Total Cost

The total cost of all work let or sublet in connection with each specific project including:

- 1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work, however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and
- 2. All fees, bonuses or commissions made, paid or due.

The rates apply per \$1,000 of Total Cost.

K. Units

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

L. Gallons

The total number of gallons of a liquid, plasma, gas or compressed gas sold or delivered.

The rates apply per 1,000 gallons.

M. Tons

The total tonnage of materials extracted, produced or handled by the insured, measured in imperial pounds.

The rates apply per 1,000 tons.

N. MCFs (Thousand Cubic Feet)

The number of MCFs of gas produced or handled by the insured.

The rates apply per 1,000 MCFs.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TAINTED DRYWALL

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this policy:

This insurance does not apply to and the Company shall have no obligation to defend, investigate or indemnify any insured for any injury or damages, including any claim or suit, arising out of, resulting from, caused or contributed to or by “tainted drywall”, or, any expenses or any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising or alleged to have arisen out of same, including but not limited to:

1. Any actual or alleged liability, loss, injury or damage of any kind including but not limited to “bodily injury,” fear of “bodily injury”, “property damage”, “personal and advertising injury”, “impairment of value”, costs or expenses arising out of, related to, resulting from, caused by, contributed to, or in any other way connected with the actual or alleged manufacture, creation, distribution, sale, resale, rebranding, transportation, storage, installation, repair, removal, disposal, encapsulation, release, abatement, replacement or handling of, exposure to, ingestion of, testing for or failure to test for or failure to warn, advise of or disclose the presence of “tainted drywall”, whether or not the “tainted drywall” is or was at any time and in any form, airborne, contained in any product or a component part of any product, carried on clothing or other items, inhaled, ingested, absorbed, transmitted in any fashion or found in any form whatsoever.
2. Any actual or alleged liability, loss, costs or expenses including but limited to any payment for investigation or defense, fines, penalties, interest arising out of, related to, resulting from, caused by, contributed to, or in any other way connected with any:
 - a. Removal or clean up of any “tainted drywall” or any products or materials containing any “tainted drywall”;
 - b. Actions to monitor, assess or evaluate the actual or alleged or threatened release of “tainted drywall” or any products or materials containing any “tainted drywall”;
 - c. The disposal of any actual or alleged “tainted drywall” or the taking of any action necessary to prevent, minimize or mitigate any damages to the public health or welfare or to the environment;
 - d. The request, demand, order, governmental authority or directive or that of any private party or citizen action 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 “tainted drywall”;
 - e. Any litigation or administrative procedure in which any insured or others may be involved as a party in response to the effects or alleged effects of “tainted drywall”;
 - f. Compliance with any laws or regulations regarding “tainted drywall”;
 - g. Existence, storage, handling, or transportation of any “tainted drywall”;

- h. Instructions, directions, supervision, recommendations, or warranties whether implied or express or the failure to provide such instructions, directions, supervision, recommendations or warranties;
 - i. Information, warnings or advice that was given or the failure to provide any information, warning or advice with respect to “tainted drywall”; or
 - j. Medical Monitoring.
- 3. Any obligation to share damages with, to pay, or, to reimburse and/or indemnify someone else in connection with items 1 or 2 above.

This exclusion applies regardless of whether:

- a. The actual or alleged damage was caused by any insured or those acting on behalf of any insured, including but not limited to any contractor or subcontractor providing work for any insured;
- b. Injury or damage claimed is included within the “products-completed operations hazard” of the policy;
- c. Whether or not the insured had any knowledge of the “tainted drywall”; or
- d. An alleged cause for the injury or damage is the insured’s negligent hiring, placement, training, supervision, retention, act, error or omission.

The following terms are added to the **DEFINITIONS SECTION**:

“Tainted drywall” means any drywall, plasterboard, sheetrock or gypsum board or material used in the manufacture of and/or applied to the drywall, plasterboard, sheetrock or gypsum board which:

- a. Produces sulfuric odors, sulfuric acid or sulfuric gas, including but not limited to carbon disulfide, carbonyl sulfide, hydrogen sulfide, and strontium sulfide;
- b. Causes or contributes to the corrosion or oxidation of metal, including but limited to metal in pipes, wiring, heating, lighting, plumbing, ventilation or air conditioning systems;
- c. Causes or contributes to the corrosion or damage to any other property including but not limited to appliances, fixtures, electronic equipment, or any other furnishings; or
- d. Contains synthetic gypsum, fly ash or any other material derived from coal-fired power plants, or arsenic or any radioactive compounds.

“Impairment of value” means the actual or alleged diminution in value, reduction or devaluation or loss of use of tangible property whether or not physically injured, whether or not performed by you or on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TERRORISM

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any loss, injury, claim or damage arising directly or indirectly out of or relating to:

1. Any act of "terrorism"; or
2. Any action authorized by a government authority or agency for the purpose of preventing or minimizing the consequences of any act or threat of "terrorism".

"Terrorism" means an activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for an activity that:

1. Causes either:
 - a. Damage to property;
 - b. Injury to person(s); or
 - c. Loss of income or increased expense; and
2. Appears to be intended to:
 - a. Intimidate or coerce a civilian population;
 - b. Disrupt any segment of an economy;
 - c. Influence the policy of a government by intimidation or coercion;
 - d. Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - e. Advance a political, religious or ideological cause; or
3. Involves the use, release, dispersal, discharge, escape or application of:
 - a. Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
 - b. Pathogenic or poisonous biological or chemical materials.

"Terrorism" also includes any incident determined to be such by any official, department or agency that has been specifically authorized by federal statute to make such a determination.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ABSOLUTE POLLUTION AND POLLUTION RELATED LIABILITY

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this Policy. If the Policy already includes any pollution exclusion or pollution-related exclusion, all such exclusions are deleted and replaced with the following:

This insurance does not apply to any claim or "suit" for damages because of "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, or legal liability of any kind, arising directly or indirectly out of, related to, including, or in any way involving the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape of, placement of, or presence of any "pollutant", however caused, including, but not limited to:

1. Any loss, cost, expense, fine, or penalty arising out of any (i) request, demand, order, governmental authority or directive, or that of any private party or citizen action, 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 any "pollutant"; or (ii) any litigation or administrative procedure in which any insured or others may be involved as a party as a result of actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape of, placement of, or presence of any "pollutant" into or upon any land, premises, building, the atmosphere, any water course, body of water, aquifer, or ground water, whether sudden, accidental, or gradual in nature or not, and regardless of when.
2. The devaluation of property, or for taking, use, or acquisition, or interference with the rights of others in or on property or air space, or any other type injury or expense.

This exclusion applies regardless of fault or intent, regardless of the particular cause of action or theory of liability, regardless of whether any "pollutant" is the initial precipitating cause or is in any way a cause, in the chain of events, and regardless of whether any other actual or alleged cause other than a "pollutant" contributed concurrently, proximately, or in any other sequence to the "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, or legal liability.

The following definition is added to the Policy. If the Policy already includes a definition of "pollutants", such definition is deleted and replaced with the following:

"Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant including, but not limited to smoke, vapor, soot, fumes, odors, fibers, radiation, acid, alkalis, petroleums, chemicals, or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed.

The following is added to the definition of "pollutants" for injury or damage that takes place in or originates in the state of Indiana or New Mexico:

The specific examples identified as "pollutants" include, but are not limited to the following and their break down components: diesel, kerosene, and other fuel oils; gasoline, butane, propane, natural gas, and other fuels; brake fluid,

transmission fluid, and other hydraulic fluids; ethylene glycol, methanol, ethanol, isopropyl alcohol, and propylene glycol, and other antifreeze additives; grease, tar, petroleum distillates, and other petroleum products; carbon monoxide, chlorine and other exhaust gases; stoddard solvent, mineral spirits, and other solvents; chromium compounds; emulsions/emulsifiers; naphtha; tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals; methyl isobutyl ketone; methyl ethal ketone; n-butyl acetate; 2-butoxyethanol; hexylene glycol; peroxides; Freon; polychlorinated biphenyl (PCB); CFC113; chlorofluorocarbons; chlorinated hydrocarbons; adhesives; pesticides; insecticides; fungicides; rodenticides; barium; 1, 2-Dichloroethylene; ethylene dichloride; dichloromethane; methylene chloride; ethylbenzene; lead; mercury; selenium; sulfate; xylene; silica; sewage; industrial waste materials; farm waste materials or odors including, but not limited to manure, urine, slurry, toxic algae, bedding, compost, milk; pharmaceutical products such as steroids, antibiotics, vitamins and supplements; fertilizers and nutrients such as nitrogen, phosphorus potassium and storm water and irrigation runoff containing any such chemicals; disease causing pathogens such as salmonella, E. coli, Cryptosporidium, and fecal coliform; hydrogen sulfide; ammonia; methane gas; heavy metals such as copper, zinc, chromium, arsenic, nickel, and cadmium; salts such as sodium, calcium, magnesium, potassium, chloride, bicarbonate, carbonate and nitrate; and all substances specifically listed, identified, or described by one or more of the following references: **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances and Disease Registry ToxFAQs™**, or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**. Substances identified as examples above or by the referenced lists also include materials or substances to be disposed of, discarded, recycled, stored, reconditioned, or reclaimed.

This definition of "pollutants" as amended for injury or damage that takes place in or originates in the state of Indiana or New Mexico, applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or acoustic irritant or contaminant is your product or products used by or for you, or is an integral part of or incidental to your business or operations, or has any function in your business, operations, premises, site, or location.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BIOMETRIC INFORMATION PRIVACY LAWS

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following exclusion is added to this Policy:

BIOMETRIC INFORMATION PRIVACY LAW EXCLUSION

This insurance does not apply to and the Company shall have no obligation to defend or indemnify any insured for any injury or damage or legal liability of any kind, including any claim or suit, arising directly or indirectly out of, related to or, in any way involving any actual or alleged violation of the Illinois Biometric Information Privacy Act (BIPA) or any other state or federal law or regulation governing the collection, use, sale, transfer, storage, disposal, or destruction of biometric data, biometric information, or other personal identifying information or data, and including any amendment of or addition to such laws, or any regulation promulgated under or as a result of any such laws.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- DEDICATED INSURANCE PROGRAMS

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving either your ongoing operations or operations included within the "products-completed operations hazard" as it is defined in "underlying insurance", at any location or project where a "dedicated insurance program" has been provided by you or any other person or entity and in which you are enrolled.

This exclusion applies whether or not the "dedicated insurance program":

- 1. Provides coverage identical to that provided by this policy;
- 2. Has limits adequate to cover all claims; or
- 3. Remains in effect.

This exclusion does not apply to injury or damage arising directly or indirectly out of, related to, or, in any way involving your ongoing operations for a project at locations other than the site at which the "dedicated insurance program" applies, if coverage for these operations is not provided in the "dedicated insurance program".

The following is added to the **DEFINITIONS** Section of this Policy:

"Dedicated insurance program" means consolidated (wrap-up) insurance program, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP) or other job or project specific policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- SUBSIDENCE

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for injury or damage arising out of, related to, or, in any way involving "subsidence".

The following is added to the **DEFINITIONS** section of this policy:

"Subsidence" means the settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, bulging, cracking, shrinking or expansion of foundations, soils, walls, roofs, floors or ceilings, or any movement of land or earth.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PRIOR WORK

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

SCHEDULE	
Prior Work Date:	04/21/2025 at 12:01 AM at the address of the Named Insured shown on the Declarations

The following exclusions are added to this policy:

1. This insurance does not apply to injury or damage arising out of "your work" performed:
 - a. Before the Prior Work Date shown in the above Schedule; or
 - b. After the expiration of the policy period; or
 - c. By any person whose business or assets you have acquired.
2. This insurance does not apply to injury or damage arising out of "your product" that was manufactured, sold, handled, distributed, furnished, abandoned or disposed of by:
 - a. You;
 - b. Others trading under your name; or
 - c. Any person whose business or assets you have acquired;
 before the Prior Work Date shown in the above Schedule or after the expiration of the policy period.
3. This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving damage to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

For purposes of this endorsement, the following definition is added to this policy:

"Products-completed operations hazard":

- a. Includes all injury or damage occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - i. When all of the work called for in your contract has been completed;
 - ii. 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;
 - iii. 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;
 - iv. The date the first notice of completion was filed on the first unit within a job site; or
 - v. The date escrow closed or title transferred on the first unit within a job site.

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

b. Does not include injury or damage arising out of:

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

It is agreed that the definitions of "your work" and "your product" in the "primary insurance" apply to this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- NEW YORK

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for bodily injury or property damage, or other injury or damage arising directly or indirectly out of, related to, or in any way involving any work performed in the state of New York by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EIFS (EXTERIOR INSULATION AND FINISH SYSTEMS)

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to injury or damage arising directly or indirectly out of, related to, or, in any way involving the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" or any part thereof, is used on the part of that structure containing that component, fixture or feature.

The following definition is added to the **DEFINITIONS** Section of this Policy:

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- 2 The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

It is agreed that the definitions of “your work” and “your product” in the “underlying insurance” apply to this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- NAMED INSURED VS. NAMED INSURED

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to claims or suits for bodily injury, property damage, personal and advertising injury or other injury or damage brought by one named insured against any other named insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- EMPLOYERS' LIABILITY

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to:

Employer's Liability

Injury or damage to:

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

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

The word "employee" as used in this exclusion includes any member, associate, leased worker leased to any insured, contract worker, casual worker, temporary worker furnished to any insured, or any persons loaned to or volunteering services to any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- NEW ENTITIES

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies coverage provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving any organization you newly acquire or form during this policy period. 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- INJURY TO INDEPENDENT CONTRACTORS

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for injury sustained by any of your independent contractors or subcontractors, or any employee, leased worker, temporary worker or volunteer help of same.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - AUTO

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any injury, damage, or legal liability of any kind arising directly or indirectly out of, related to, or in any way involving the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of any auto.

This exclusion applies to any claim or suit regardless of whether any auto is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury, damage, or legal liability of any kind arises out of a chain of events that involves or includes any auto.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- PUNITIVE DAMAGES

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for any punitive or exemplary damages, fines or penalties arising out of injury or damage.

This exclusion does not apply to damages considered punitive or exemplary and awarded in a suit for wrongful death under Alabama's wrongful death statute, Alabama Code Section § 6-5-410.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- DESIGNATED WORK

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

SCHEDULE	
Designated Work:	Standalone engineering, design, planning, or consulting operations
Specified Location (if applicable):	
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)	

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal and advertising injury or other injury or damage arising out of the work described in the Schedule above, regardless of whether such work is conducted by you or on your behalf or whether the work is conducted for yourself or for others.

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

If no "location" is specified in the Schedule, this exclusion applies regardless of where such work is conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described work conducted at that "location".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COLORADO

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal and advertising injury or other injury or damage arising directly or indirectly out of, related to, or, in any way involving any work performed in the state of Colorado by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WEST VIRGINIA

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal and advertising injury or other injury or damage arising directly or indirectly out of, related to, or, in any way involving any work performed in the state of West Virginia by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

**This endorsement modifies insurance provided under the following:
COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal injury, personal and advertising injury or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - HIGHWAY OR BRIDGE WORK

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to bodily injury, property damage or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving any engineering, design, consultation, construction, reconstruction, maintenance, refurbishing, improving, servicing or repair activities of any type on any “limited access highway” or on any bridge.

For purposes of this endorsement, “limited access highway” means a roadway, available to the public, where access is limited to a set of controlled locations at entrance and exit ramps.

This exclusion applies to the negligent hiring, employment, training, supervision, or retention of any insured, employee, agent or other person with respect to such work, and regardless of whether such work is conducted by you, on your behalf, for yourself or for others.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FIRE OR FIRE-RELATED INJURY OR DAMAGE

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any injury or damage arising directly or indirectly out of, related to, or in any way involving fire, smoke, or any conceivable by-product of combustion.

This exclusion applies to any claim or suit regardless of whether fire, smoke, or any conceivable by-product of combustion is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any fire, smoke, or any conceivable by-product of combustion.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PUERTO RICO

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any bodily injury, property damage, personal and advertising injury or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving any work performed in Puerto Rico by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PATHOGEN AND RELATED HAZARDS

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

SECTION III – EXCLUSIONS, Paragraph 15. **Fungi and Bacteria** is deleted and replaced by the following:

This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other injury or damage arising out of, related to, or in any way involving the inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "pathogen and related hazards".

This exclusion applies to, but is not limited to the following:

- a. Providing or failing to provide any supervision, instructions, recommendations, warnings, or advice related to any actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any form of "pathogen and related hazards";
- b. Failure to provide an environment safe from "pathogen and related hazards" or the actual, alleged, or threatened transmission to others;
- c. The prevention or suppression of, or failure to prevent or suppress, "pathogen and related hazards" or the actual, alleged, or threatened transmission to others;
- d. The reporting or failure to report to the proper authorities;
- e. The negligent hiring, employment, training, supervision, or retention of any insured, employee, agent, or other person with respect to a. through d. above; or
- f. Any loss, cost, or expense arising out of, related to, or in any way involving any claim, suit, request, or demand that any insured:
 - 1) Assess the presence, absence, amount, or effects of any "pathogen and related hazards";
 - 2) Identify, sample, test, monitor, clean up, remove, dispose of, or neutralize the effects of any "pathogen and related hazards" in any building, material, animal, or product, including but not limited to your products as they are defined in "underlying insurance"; or
 - 3) Respond to any "pathogen and related hazards" in any manner other than as described in 1) or 2) above.

This exclusion applies to any claim or suit regardless of whether any "pathogen and related hazards" is the initial precipitating cause or is in any way a cause of injury or damage and regardless of whether any other actual or alleged cause, event, material, or product contributed concurrently, proximately, or in any sequence to such injury or damage, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes "pathogen and related hazards".

As used in this exclusion, "pathogen and related hazards" includes, without limitation, any:

- a. Fungus, including but not limited to any type of mold or mildew;
- b. Protist, including but not limited to algae and slime mold;

- c. Chemical matter, or compound produced or released by a fungus or protist, including but not limited to any mycotoxin, toxin, spore, scent, fragment, metabolites, or other by-product that is produced by a. or b. above;
- d. Pathogen, including but not limited to virus, bacterium, prion, or protozoa or other microorganism;
- e. Sexually transmitted disease, including but not limited to Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or
- f. Infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges or by indirect means.

Solely regarding **Bodily Injury and Property Damage Liability** as defined in the underlying Commercial General Liability or Products/Completed Operations Liability coverage, this exclusion does not apply to fungi or bacteria on, or contained in, a good or product intended for bodily consumption. However, this exception does not apply to water droplets originating from such good or product, except where inhalation of such droplets is an intended use of such good or product.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TRAFFIC CONTROL

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or in any way involving "traffic control" of any type including, but not limited to, any failure to provide "traffic control".

For purposes of this endorsement "traffic control" means any direction given to any pedestrian, cyclist, train engineer or rail operator, or operator of any motorized vehicle. "Traffic control" includes, but is not limited to, verbal instruction, signage, markings, cones, flagging, motioning, barriers, and lighting.

This exclusion applies to the design, placement, or supervision of any "traffic control", and to the negligent hiring, employment, training, supervision, or retention of any insured, employee, agent, or other person with respect to "traffic control", and regardless of whether such "traffic control" is conducted by you, on your behalf, for yourself, or for others.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CANCER

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage or personal and advertising injury or any other injury, loss or damage arising directly or indirectly out of, related to, or, in any way involving:

- 1. malignant growth(s);
- 2. cancer or cancerous disorders; or
- 3. the fear of developing malignant growth(s), cancer or cancerous disorders.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - OPEN ROOF

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit because of any actual or alleged bodily injury or property damage arising directly or indirectly out of, related to, or in any way involving any "open roof" and any precipitation or inclement weather of any kind including, without limitation, any wind, hail, snow, rain, ice, or any combination of such.

For the purposes of this exclusion, "open roof" includes any roof or section of roof where shingles, metal roofing panels, thermoplastic polyolefin (TPO), or any other protective covering of any kind has been removed, in whole or in part, leaving any underlying structure, decking, plywood, tar or tar paper, felt paper, underlayment, sheathing, building interior, or contents of any building exposed to the elements or atmospheric conditions including, without limitation, any precipitation or inclement weather of any kind. A roof is considered open regardless of the stage of roof construction, repair, or replacement and even where there has been placement or attempted placement of a temporary protective covering.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SUBWAYS AND TUNNELS

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving any construction, engineering, demolition, development, reconstruction, rebuilding, restoration, renovation, remodeling, repair, upgrading, improvement, refurbishing, or use of any "subway" or "tunnel" of any description.

This exclusion shall also apply to:

- a. Professional liability, malpractice, errors, acts, or omissions of any type including the rendering of or failure to render any type of professional service arising directly or indirectly out of, related to, or, in any way involving any "subway" or "tunnel";
- b. Operations necessary or incidental to the ownership, maintenance, or use of any "subway" including terminal operations, regardless of where such operations are conducted;
- c. Any actual or alleged negligent hiring, employment, training, supervision, or retention of any insured, employee, agent or other person with respect to any work arising out of or involving any "subway" or "tunnel", and regardless of whether such work is conducted by you, on your behalf, for yourself or for others.

The following definitions are added to this Policy:

"Subway" is any underground "railroad", including without limitation, all subterranean areas that constitute any means of ingress or egress and any walkway, platform, footbridge, mezzanine, terminal, or other pedestrian or passenger zone.

"Tunnel" is any passageway that traverses surrounding soil, rock, or water, or that is built under a building or road, and is used for transit by pedestrians or any motorized vehicle of any description.

"Railroad" is any road or system of roads laid with rails in one or more pairs of continuous lines forming a track or tracks on which locomotives or rail cars travel for any form of transportation, including but not limited to that of passengers, freight, or mail.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RAILROADS AND RAIL OPERATIONS

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving the ownership, maintenance, use, operation, or loading or unloading of any "railroad" or any rail operations including any terminal operations.

This exclusion shall also apply to:

- a. Operations necessary or incidental to the ownership, maintenance, use, operation, or loading or unloading of any "railroad" or any rail operations including any terminal operations, regardless of where such operations are conducted;
- b. Goods or products sold, handled, manufactured at, distributed from, or disposed of by any insured from any "railroad" or rail terminal;
- c. Any construction, engineering, demolition, development, reconstruction, rebuilding, restoration, renovation, remodeling, repair, upgrading, improvement, or refurbishing of any "railroad" or rail terminal; or
- d. Professional liability, malpractice, errors, acts, or omissions of any type including the rendering of or failure to render any type of professional service arising directly or indirectly out of, related to, or in any way involving any "railroad" or rail operations; or
- e. Any actual or alleged negligence or other wrongdoing in the supervision, hiring, employment, training, retention, or monitoring of others by any insured:
 - 1) If the injury or damage arises out of the ownership, maintenance, use, operation, or loading or unloading of any "railroad" or any rail operations including any terminal operations; or
 - 2) With respect to Paragraphs a. through d. above.

The following definition is added to this Policy:

"Railroad" means any road or system of roads laid with rails in one or more pairs of continuous lines forming a track or tracks on which locomotives or rail cars travel for any form of transportation, including but not limited to that of passengers, freight, or mail. "Railroad" includes, without limitation, all areas of ingress or egress and any walkway, platform, footbridge, mezzanine, terminal, or other pedestrian or passenger zone.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES
(PFAS)

Attached To and Forming Part of Policy 0100364087-0	Effective Date of Endorsement 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	Named Insured Globe Engineering Development
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY

The following exclusion is added to this Policy:

This insurance does not apply to claim, suit, injury, damage, or legal liability of any kind arising directly or indirectly out of, related to, or in any way involving "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)".

This exclusion applies to any claim or suit regardless of whether the PFAS is the initial precipitating cause or is in any way a cause and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any PFAS.

For the purposes of this endorsement, "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)" means:

1. A perfluoroalkyl or polyfluoroalkyl substance, or any manmade or synthetic chemical that has at least two adjacent carbon atoms, where at least one carbon atom is fully fluorinated and the other is at least partially fluorinated, attached to an alkyl chain including, but not limited to, perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorinated chemicals or perfluorochemicals (PFCs), C8, Teflon, GenX, fluorotelomers, perfluorooctanoate, perfluorocaprylic acid, pentadecafluorooctanoic acid, fluorosurfactants, perfluorooctanesulfonamide (PFOSA), perfluorononanoic acid (PFNA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorohexane sulfonic acid (PFHxS), perfluorobutanesulfonic acid, perfluorobutane sulfonate (PFBS), or any other chemical included on the United States Environmental Protection Agency's PFAS Research or Toxicity list including any additions or amendments thereto; or
2. Any precursor to or derivative, additive, daughter compound, or degradation by-product of any substance or chemical listed or described in 1. above including any salt, acid, or alcohol of such substances.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - MISSOURI

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit arising directly or indirectly out of, related to, or in any way involving any work performed in the state of Missouri by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100364087-0	<i>Effective Date of Endorsement</i> 04/21/2025 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Globe Engineering Development
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this 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 your policy provides.

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 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 and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.