

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of June 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **DU-ALL SAFETY**, a LLC, whose address is **45950 HOTCHKISS STREET, FREMONT, CALIFORNIA 94539** (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: safety compliance and training services. Provider was selected as a piggyback on the City of Richmond’s solicitation and subsequent award of a contract with Provider for similar services.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on June 17, 2025.
- E. The City and Provider desire to enter into an agreement for safety compliance and training services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the 1st day of July 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference.

b. Compensation for work done under this Agreement, shall not exceed as follows:

FY 25-26 total compensation shall not exceed \$45,000
 FY 26-27 total compensation shall not exceed \$45,900
 FY 27-28 total compensation shall not exceed \$46,818
 FY 28-29 total compensation shall not exceed \$47,755
 FY 29-30 total compensation shall not exceed \$48,710
 Total five-year compensation shall not exceed **\$234,183**

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance,

workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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


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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

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

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Initial

 Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be

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

(3) Automotive:

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

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

or

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

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.]

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall

reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

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

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

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

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

City of Alameda
Public Works
950 W Mall Sq, Suite 110
Alameda, CA 94501
ATTENTION: Erin Smith, Public Works Director
Ph: (510) 747-7900

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

Du-All Saety
45950 Hotchkiss St
Fremont, CA 94539
ATTENTION: Michael Connelly, Chief Operating Officer
Ph: (510) 651-8289

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

City of Alameda
Public Works
950 W Mall Sq, Suite 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Executive Assistant
Ph: (510) 747-7900 / Email: jnavarro@alamedaca.gov

18. SAFETY:

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

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

19. TERMINATION:

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

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

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

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing

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

27. 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.

28. 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.

29. SIGNATORY:

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

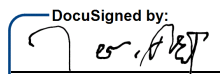
30. CONTROLLING AGREEMENT:

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

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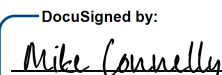
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

Du-All Safety
a LLC

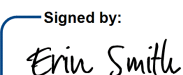
DocuSigned by:

Terry McCarthy
President

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager

DocuSigned by:

Michael Connelly
Chief Operating Officer

RECOMMENDED FOR APPROVAL

Signed by:

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

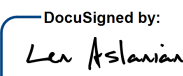
DocuSigned by:

Len Aslanian
Assistant City Attorney

Exhibit A

Scope of Work and Budget

Du-All Safety, LLC shall, to the satisfaction of the Public Works Director, perform the following services. Compensation will be on an hourly basis with a not to exceed amount per Fiscal Year.

FY 25-26 – hourly rate: \$167/hour

- A. Review and provide development of, or updates to, the required written environmental health and safety programs for the City of Alameda Public Works Department. These required programs, policies, and procedures include, but are not limited to:

<u>Required Program</u>	<u>Regulatory Citation</u>
Injury & Illness Prevention (SB 198)	8 CC 3202
Hazardous Materials Management Plan	22 CCR 66264.16
Hazard Communication (HazCom)	8 CCR 5194
Emergency Action Plan	8 CCR 3220
Lock & Tagout	8 CCR 3314
Hearing Conservation	8 CCR 5099
Respiratory Protection	8 CCR 5144
Fall Protection	8 CCR 1669
Confined Space	8 CCRR 157
Hazardous Waste	8 CCR 5192
Bloodborne Pathogen	8 CCR 5193
Asbestos	8 CCR 1529
DOT Transportation Safety	CFR 1910.120 etc.
Hotwork	8 CCR 4848
Heat Illness	8 CCR 3395
Personal Protective Equipment	8 CCR 3380
Ergonomics	8 CCR 5110

- B. Regularly review the required Cal-OSHA, EPA and County Toxic Enforcement record keeping requirements including, but not limited to:

- OSHA Log 300
- Employee Training Records
- Postings
- Hazardous Material Labeling, Storage, and Inspection Records
- MSDS's and Chemical Inventory
- Accident Investigations
- Communications
- Manifesting

- C. Conduct annual on-site health and safety inspections Public Works' facilities, hazards, Cal-OSHA required equipment, hazardous materials and waste, processes, etc. as requested. Review with and submit a written correction list of the inspection findings and recommended corrections to Deputy Director.

Exhibit A

- D. To provide all required signs, labels, tags, placards, and postings at no additional cost.
- E. To provide monthly training, as well as the required annual training, at the direction of the Director to include but not be limited to the following topics.

Injury & Illness Prevention	Back Safety
Ergonomics	Fire and Evacuation
Respiratory Protection	Electrical Safety
Lockout/Tagout	1st Aid/CPR/AED
Fire Extinguisher	Right to Know
Machine Tools	DOT Requirements
Hazardous Materials	Personal Protective Equipment
Forklift Certification	Lead Handling
Fall Protection	Ladder Safety
Scaffolding Safety	Trenching and Shoring
Lane Closure	Confined Spaces
Heat Illness	Asbestos Awareness
Workplace Violence	Hazardous Waste
Hearing Conservation	Defensive Driving
Eye, Hand, Foot Safety	Bug bites and Animal
Driver Safety	Handling Hot Work
Welding/cutting/brazing	Mold
Hazardous Waste	

- F. To conduct, evaluate, and submit a report on the evacuation drills per evacuation procedures on an annual basis.
- G. Plan and organize safety-related activities and events.
- H. To maintain copies of all training records, and when re-certification is due.
- I. To investigate health and safety observations and complaints and recommend corrective actions to eliminate unsafe working conditions and practices.
- J. To help handle any regulatory agency inspection (i.e. toxic enforcement, EPA, County Health Department, Fire Department, Cal-OSHA, etc.)
- K. To be available, via phone, M-F from 7:00 AM to 5:00 PM to assist employees with any questions associated with the safety program as well as be available for special meetings with safety coordinators and managers/supervisors to help support and review the safety programs and compliance progress.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2025

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

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

PRODUCER Leavitt United Insurance Services, Inc. 1662 US Highway 395 N. Ste 101 Lic # 1028838 Minden NV 89423	CONTACT NAME: Leanna Stelman PHONE (A/C, No, Ext): (775) 782-5489 FAX (A/C, No): (775) 782-3630 E-MAIL ADDRESS: leanna-stelman@leavitt.com														
INSURER(S) AFFORDING COVERAGE															
INSURED Du-All Safety 45950 Hotchkiss Street Fremont CA 94539	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Homeland Insurance Company of New York</td> <td>34452</td> </tr> <tr> <td>INSURER B: James River Insurance Company</td> <td>12203</td> </tr> <tr> <td>INSURER C: Employers Preferred Insurance Company</td> <td>10346</td> </tr> <tr> <td>INSURER D: Underwriters at Lloyds of London</td> <td>15792</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Homeland Insurance Company of New York	34452	INSURER B: James River Insurance Company	12203	INSURER C: Employers Preferred Insurance Company	10346	INSURER D: Underwriters at Lloyds of London	15792	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master**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	Y	Y	793011547 0003	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY	Y		CA43601172-05	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			793011548 0003	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	EIG 2403848 08	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY Retroactive 03 April 2013			B0621PDUAL000724	11/01/2024	11/01/2025	Aggregate \$2,000,000 Per Claim \$2,000,000

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

The City of Alameda, its City Council, boards and commissions, officers & employees are included as Additional Insureds with respect to General Liability and Auto Liability. General Liability insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions. Wavier of Subrogation further applies to Work Comp when required in written contract per policy provisions, conditions, and exclusions.

Initial

Lc

5/21/2025

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda Public Works Department
 950 West Mall Square, Rm 110
 Alameda Point, Building 1
 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

POLICY NUMBER: **CA43601172-05**

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Du-All Safety, LLC

Endorsement Effective Date: 4/30/2025

SCHEDULE

Name of Person(s) or Organization(s):

County of Monterey, its agents, officers and employees
168 W Alisal St 2nd Floor
Salinas, CA 93901

The City of Milpitas, its elected and appointed officials, officers, attorneys, agents, employees and volunteers
455 E. Calaveras Blvd.
Milpitas, CA 95035

The City of Lathrop, the city, its officers, employees and volunteers
390 Towne Centre
Lathrop, CA 95330

San Francisco Unified School District, Procurement Department
135 Van Ness Ave Room 211A
San Francisco, CA 94102

Santa Clara Valley Water District; its Directors, Officers, Employees and Agents, individually and collectively
Insurance Compliance
P O Box 100085 – FT
Duluth, GA 30096

City of East Palo Alto
245 University Ave
East Palo Alto, CA 94303

Union Sanitary District
5072 Benson Rd
Union City, CA 94587

City of Brentwood, its officers, agents, volunteers and employees
Public Works Operations
2201 Elkins Way
Brentwood CA 94513

City of Fairfield, It's Officers, Agents, Employees, and Volunteers
420 Gregory St
Fairfield, CA 94533

Fox Creek Farms LLC, a California limited liability company and
The McLaughlin Trust u/a/d 1.28.2020
33754 E Carmel Valley Road
Carmel Valley, CA 93924

The City of Napa, its officers, elected or appointed officials, employees, volunteers, and agents
City Manager's Office, City of Napa
955 School Street
Napa, CA 94559

The City of Modesto, its officers, agents, employees and volunteers
P O Box 642
Modesto, CA 95353

City Of San Leandro
835 E 14th Street
San Leandro, CA 94577

Immobiliare Management, LLC
405 El Camino Real, #109
Menlo Park, CA 94025

East Bay Regional Park District, its officers, employees and agents
2950 Peralta Oaks Court
Oakland, CA

City of Alameda, its City Council, boards and commissions, officers and employees
Public Works Dept
950 W Mall Sq, Rm 110, Alameda Point Bldg 1
Alameda, CA 94501

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: 793-01-15-47-0003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.

Location And Description Of Completed Operations:

Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to 1. Limits of Insurance in SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

All other terms and conditions remain the same.

Policy Number: 793-01-15-47-0003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION – FORM III**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.	Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

All other terms and conditions remain the same.

Policy Number: 793-01-15-47-0003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:
 - (1) Act primary to any other insurance available to the additional insured; and
 - (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

Policy Number: 79301154700 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a fully executed written contract.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV – CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or
2. Your work;

performed under a written contract with such person or organization and included in the **products-completed operations hazard**. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06**
(Ed. 4-84)**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

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

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

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

Schedule

Person or Organization**Job Description**

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

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

This endorsement, effective 11/01/2024 at 12:01 AM standard time, forms a part of

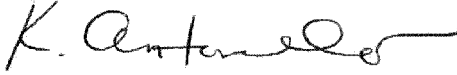
Policy No. 22EIG 2403848 08 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to DU-ALL SAFETY LLC

Endorsement No.

Premium

Countersigned at _____ on _____ By:  _____

Authorized Representative

WC 04 03 06

(Ed. 4-84)

© 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.

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.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Claims Reporting Options

On-line: intactspecialty.com

24/7 web-based claim reporting. Claim reporter receives a submission number; claim is assigned and insured is contacted within 1-2 business days by the adjuster.

24/7 Intact Claims Call Center: (877) 248-3455

24/7 Intact Claims Call Center receives and processes all new claims. Claims phoned into the 24/7 Intact Claims Call Center before 5 p.m. EST will be immediately assigned a claim number. You can go to your agent portal the next business day to view the claims.

Email Intact Claims Reporting: commercialloss@intactinsurance.com

Required For Email Loss Reporting:

- **ACORD First Notice of Loss Forms:** See your agent portal, Agent Resources, Claim Resources for editable electronic versions of the approved ACORD notices, or email arohde@intactinsurance.com to receive copies via email.
- Attachments supporting a claim can be included in the email transmission.
- Email only one complete claim transaction at a time.

For claims reported via the Intact email system, the sender's email confirmation will serve as the acknowledgement of receipt.

24/7 Intact Fax Claims Reporting

- Non-Workers' Compensation Claims: **(866) 213-2802**
- Workers' Compensation Claims: **(800) 224-4416**

For claims reported via fax to Intact, the sender's fax receipt will serve as the confirmation of receipt.

Claims Information Available via the Agent Portal:

Producers can find information on all claims on the Intact Agent Portal. After reporting a new loss, producers can confirm the claim number and the adjuster assigned, and later access the adjuster's file notes and review financial transactions. In addition, the Intact Agent Portal enables producers to communicate directly with adjusters by e-mail. If you have any questions about how to access this valuable site, you can go to the Agent Portal for a step by step tutorial or contact arohde@intactinsurance.com to schedule personal instruction.



Intact Insurance Specialty Solutions

Follow Form Excess Liability

Homeland Insurance Company of New York
605 Highway 169 North, Suite 800
Plymouth, MN 55441

(800) 662-0156
A Stock Company

Common Policy Declarations

Named Insured and Mailing Address

DU-ALL SAFETY
45950 HOTCHKISS ST
FREMONT, CA 94539-7078

Policy Number: 793-01-15-48-0003

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

Policy Period From: November 01, 2024 To: November 01, 2025
at 12:01 A.M. Standard Time at your mailing address shown above.

The Named Insured is a(n): Corporation
Business Description: Environmental Contractors

Producer

BROWN & RIDING INSURANCE SERVICES, INC.
901 MAIN STREET, SUITE 3650
DALLAS, TX 75202

Total Premium

At inception: \$16,815

Forms applicable to this Policy:

See ASC 00 11 01 98, Schedule 1

Brown & Riding Insurance Services, Inc., 0592033

Premium	\$16,815.00
Broker Fee	\$170.00
Policy Fee	\$0.00
Inspection Fee	\$0.00
SL Tax	\$504.45
Stamping Fee	\$30.27
Total	\$17,519.72

In witness whereof, we have issued this policy, signed by the President and Secretary, but it shall not be valid unless countersigned by our duly authorized representative.



Secretary



President

Countersigned

Authorized Representative

Date

Policy Number: 793-01-15-48-0003

COMMON POLICY DECLARATIONS
PREMIUM STATEMENT

Named Insured:
DU-ALL SAFETY
45950 HOTCHKISS ST
FREMONT, CA 94539-7078

Producer:
BROWN & RIDING INSURANCE SERVICES, INC.
901 MAIN STREET, SUITE 3650
DALLAS, TX 75202

Premium Statement for the period from November 01, 2024 to November 01, 2025

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE SECTION	PREMIUM		
	At Inception	1st Anniversary	2nd Anniversary
Follow-Form Excess Coverage	\$16,815		
Total Advanced Premium	\$16,815		

Minimum Earned Premium

This policy is subject to a Minimum Earned Premium which is 25% (\$4,204) of the Total Policy Premium shown in the Declarations. The Minimum Earned Premium is the least amount of premium we shall retain as earned premium, regardless of the policy term.

Premium Basis

\$3,500,000 (estimated revenue)

Rate

Flat/Not Auditable

SCHEDULE 1

Effective 11/01/2024 , this schedule forms a part of Policy No. 793-01-15-48-0003
(At the time stated in the policy)
issued to
DU-ALL SAFETY

Producer: BROWN & RIDING INSURANCE SERVICES, INC.

by Homeland Insurance Company of New York

Common Policy Declarations, 4 VIL 100 NA 04 23, Continued:

Forms applicable to this Policy:

4 VIL 100 NA 04 23	COMMON POLICY DECLARATIONS
OBENV GE 001 02 11	COMMON POLICY DECLARATIONS PREMIUM STATEMENT
OBENV GE 402 04 14	ENVIRONMENTAL CLAIMS REPORTING NOTICE
OBENV GE 408 08 16	SERVICE OF SUIT
OBENV TR 420 01 15	EXCL CERTIFIED ACTS OF TERRORISM & EXCL OF OTHER ACTS OF TERRORISM
OBENV XS 001 02 11	LIABILITY COVERAGE PART DECLARATIONS
OBENV XS 100 02 11	FOLLOW-FORM EXCESS COVERAGE FORM
OBENV XS 300 11 20	WAIVER TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
OBENV XS 301 11 20	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
OBENV XS 304 10 11	EXCLUSION OF UNDERLYING COVERAGE
OBENV XS 307 08 14	NOTICE OF CANCELLATION OR REDUCTION IN COVERAGE AMENDATORY ENDORSEMENT FOR SPECIFIC ENTITIES
OBENV XS 618 09 21	NOT FOLLOWING SUBLIMITED UNDERLYING INSURANCE COVERAGE (RECOGNITION OF UNDERLYING EROSION)
OBENV XS 625 09 18	PERFLORINATED CHEMICALS, PER- AND POLYFLOUROALKYL SUBSTANCES AND PERFLOUROCARBONS EXCLUSION
OBENV XS 632 08 20	COMMUNICABLE DISEASE FROM A DECLARED PANDEMIC EXCLUSION
OBENV XS 637 08 21	EXCLUSION - ABUSE, MOLESTATION, SEXUAL MISCONDUCT OR SEXUAL OFFENSE
ASC 00 11 01 98	Schedule 1 - LIST OF COMMON DEC FORMS

Policy Number: 793-01-15-48-0003

LIABILITY COVERAGE PART DECLARATIONS

Coverage	Limit of Insurance
General Aggregate Limit	\$2,000,000
Each Claim Limit	\$2,000,000

Policy	Schedule of Underlying Insurance	Limit of Insurance
Homeland Insurance Company of New York 7930115470003 11/01/2024 - 11/01/2025	\$2,000,000 Policy Aggregate Limit \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal and Advertising Injury Limit \$1,000,000 Contractors Pollution Liability \$1,000,000 Transportation Pollution Liability \$1,000,000 Non-Owned Disposal Site Liability (Claims-Made) Not Covered Short-Term Environmental Premises Liability Not Covered Professional Services Liability (Claims-Made) Not Covered Employee Benefits Liability	
Business Automobile James River Insurance Company CA43601172-05 11/01/2024 - 11/01/2025	\$1,000,000 Combined Single Limit	
Employers Liability Employers Preferred Ins. Co. EIG 2403848 08 11/01/2024 - 11/01/2025	\$1,000,000 Each Occurrence for Bodily Injury \$1,000,000 Each Employee for Bodily Injury By Disease \$1,000,000 Aggregate for Bodily Injury By Disease	

Follow-Form Excess Coverage Form



THIS POLICY CONTAINS CLAIMS MADE AND REPORTED PROVISIONS.
PLEASE REVIEW THE POLICY THOROUGHLY.

VARIOUS PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

VARIOUS PROVISIONS CONTAINED IN THIS POLICY ARE WRITTEN ON A CLAIMS MADE AND REPORTED BASIS. TO BE COVERED UNDER THESE PROVISIONS, A CLAIM OR SUIT MUST BE FIRST MADE OR BROUGHT AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD, OR DURING AN EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THOROUGHLY.

This policy is organized into the following sections:

<u>Section</u>	<u>Page</u>	<u>Section</u>	<u>Page</u>
SECTION I – INSURING AGREEMENT	2	SECTION IV – REPORTING AND EMERGENCY RESPONSE COSTS.....	7
SECTION II – LIMITS OF INSURANCE.....	3	SECTION V – EXTENDED REPORTING PERIOD.....	8
SECTION III – CONDITIONS	4	SECTION VI – DEFINITIONS.....	9

Throughout this policy the words “you” and “your” refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **Named Insured** under this policy. The words “we”, “us” and “our” refer to the company providing this insurance. Other words and phrases that appear in bold have special meaning meanings. Refer to Section **VI** – Definitions.

In consideration of the premium paid and in reliance upon the statements contained in the application and any other supplemental information provided to us, we agree to provide coverage as shown in the Declarations and as described herein:

SECTION I - COVERAGE

COVERAGE FOLLOW-FORM EXCESS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages in excess of the applicable **underlying insurance**, but only after such **underlying insurance** has been exhausted.
- b. This insurance is subject to the same insuring agreements, conditions, exclusions, limitations, definitions, and terms as contained within the **underlying insurance** except with respect to any provisions or exclusions to the contrary included in this insurance.
- c. The amount we will pay for damages is limited as described in Section II – Limits of Insurance.

2. Exclusions

This insurance does not apply to:

a. Automobile Medical Payments Or No-Fault

Any **claim** arising out of an obligation under any first-party automobile medical payments or automobile person injury protection or other automobile no-fault regulation or law.

b. Automobile Underinsured Or Uninsured Motorists Laws

Any **claim** arising out of an obligation under an automobile underinsured motorists and or uninsured motorists regulation or law.

c. Employment-Related Practices

Any **claim** or **suit** to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury, personal and advertising injury, or professional services wrongful acts** to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

d. No Coverage Provided By Underlying Insurance

Any **claim** which is not covered for any reason by any **underlying insurance** to this policy.

e. Nuclear

Any **claim** or **suit** to

- (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) Arising out of 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.
- (3) Arising out of the **hazardous properties of nuclear material**, if:
 - (a) The **nuclear material**:
 - i. Is at any **nuclear facility** owned by, or operated by or on behalf of, an insured; or
 - ii. Has been discharged or dispersed therefrom; or
 - (b) The **nuclear material** is contained in **spent fuel** or **nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - (c) The **claim** or **suit** 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.

For the purposes of this exclusion, **property damage** includes all forms of radioactive contamination of property.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown on the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. **Claims** made or **suits** brought;
 - c. Persons or organizations making **claims** or bringing **suits**; or
 - d. Coverages provided under this policy.

2. The General Aggregate Limit set forth on the Declarations is the most we will pay for all damages, expenses or any other amounts covered under this policy.
3. Subject to item 2. above, the Each Claim Limit shown on the Declarations is the most we will pay for damages in excess of the underlying Each Occurrence, Each Claim, Each Professional Services Wrongful Act, Each Pollution Condition, Each Employee, or Each Accident Limits that may apply as **underlying insurance**.
4. If the defenses are included within the limits of insurance of any **underlying insurance** by the terms of that **underlying insurance**, any **defense costs** we incur under this policy in excess of that **underlying insurance** will reduce the applicable limit of insurance of this policy.
5. If the **defense costs** are not included within the limits of insurance of any **underlying insurance** by the terms of that **underlying insurance**, any **defense costs** we incur under this policy in excess of that **underlying insurance** will not reduce the applicable limit of insurance of this policy.

SECTION III – CONDITIONS

1. Assignment

No assignment of interest under this policy shall bind us without our prior written consent issued as a written endorsement to form a part of this policy. Such written consent shall not be unreasonably withheld.

2. Authorization and Notices

This policy contains all the agreements between you and us concerning the insurance afforded by this policy. The **Named Insured** shown on 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.

The **Named Insured** shown on the Declarations will act on behalf of all of insureds with respect to: giving or receiving any notices under this policy including notices of cancellation and non-renewal, payment or returns of premiums, receiving and accepting of any endorsements issued by us forming a part of this policy, and exercising or declining to exercise any Extended Reporting Period.

3. Bankruptcy

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

4. Cancellation or Non-Renewal

- a. The **Named Insured** shown on the Declarations may cancel this policy by mailing or delivering to us written notice of a cancellation date no later than the Expiration Date of this policy. A request by a premium finance company to cancel this policy for non-payment of premium shall be deemed a request by the **Named Insured** to cancel this policy. The earned premium will be computed in accordance with standard short rate tables and procedure, and will not be less than the Minimum Earned Premium shown on the Declarations.
- b. We may cancel this policy by mailing or delivering to the **Named Insured** shown on the Declarations written notice of cancellation at least sixty (60) calendar days before the effective date of cancellation; or ten (10) calendar days in the event of cancellation for non-payment of premium. We will send the **Named Insured** shown on the Declarations any premium refund due. If we cancel, the refund will be computed in accordance with standard pro rata tables and procedure, and will not be less than the Minimum Earned Premium shown on the Declarations.
- c. We will mail or deliver our notice of cancellation stating the effective date of cancellation to the **Named Insured's** mailing address shown on the Declarations. The **policy period** will end on that date.

- d. If we cancel this policy due to failure of the **Named Insured(s)** to comply with terms and conditions under this policy, you shall have sixty (60) calendar days from the date of the notice of cancellation to comply with the terms and conditions. If the resolution is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force.
- e. We will not be required to renew this policy upon its expiration. If we elect not to renew this policy, we will mail or deliver to the **Named Insured** shown on the Declarations written notice of nonrenewal at least sixty (60) calendar days prior to the Expiration Date of this policy. Any offer of renewal on terms involving a change of retention, premium, limit of liability, or other terms and conditions shall not constitute, nor be construed as, a failure or refusal by us to renew this policy.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Defined Terms and Phrases

Words and phrases that appear in quotation marks or in bold font have special meanings. Refer to Section VI – Definitions.

6. Headings

The descriptions in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

7. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover an agreed settlement or a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Maintenance of Underlying Insurance

- a. This insurance is subject to the same representations as are contained in any application for any **underlying insurance** and the same insuring agreements, conditions, exclusions, limitations, definitions, and terms as are contained within the **underlying insurance** except with respect to any provisions or exclusions to the contrary included in this insurance. In no event shall this policy provide broader coverage than would be offered by any **underlying insurance**.
- b. All **underlying insurance** must be maintained in full effect during the **policy period** except for any reduction or exhaustion of such limits of insurance solely because of the actual payment of damages thereunder and to the extent **defense costs** reduce the limits of the **underlying insurance**. Failure to maintain **underlying insurance** will not invalidate this insurance. However, this insurance will apply as if the **underlying insurance** were in full effect.
- c. This policy will not drop down to pay uncollected **underlying insurance**, in whole or in part, for any reason including insolvency or financial impairment of the **underlying insurance**. The insured will assume all responsibility in the event any **underlying insurance** is or may be uncollectible.
- d. You must notify us within 30 days when any **underlying insurance** ceases to be in effect or if the limits or scope of coverage of any **underlying insurance** change.

9. Other Insurance

The insurance is excess over any other collectible insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under any Coverage Part included in this policy, our obligations are limited as follows:

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

We will pay only our share of the amount of loss, if any, that exceeds the sum of:

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

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

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

10. Premium and Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown on the Declarations is a minimum and deposit premium for the **policy period**. It is payable in full at the inception of this policy.
- c. If a rate is shown on the Declarations then the final premium shall be subject to audit. At the close of each audit period we will compute the policy premium for that period and send notice to the **Named Insured**. The due date for audit is the date shown as the due date on the bill. Failure to pay the audit premium due may subject this policy, or any in-force policy of yours, to cancellation for non-payment of premium.
 - (1) If the policy premium computed as a result of an audit is less than the total policy premium shown on the Declarations, the total policy premium shown on the Declarations is the minimum premium for the **policy period** and is not subject to adjustment.
 - (2) If the policy premium computed as a result of an audit is greater than the total policy premium shown on the Declarations, then a Premium Audit Statement will be sent to the **Named Insured**. The additional premium amount shown on the Premium Audit Statement is due and payable to us upon receipt by the **Named Insured**.
- d. The **Named Insured** must keep records of the information we need for premium computation and send us copies upon request.
- e. 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.

11. Separation of Insureds

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

- a. As if each **Named Insured** were the only **Named Insured**; and

- b. Separately to each insured against whom a **claim** is made or **suit** is brought.

12. Service of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States or to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon General Counsel, Intact Insurance Specialty Solutions - Legal Department, 150 Royall Street, Canton, Massachusetts 02021 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

13. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a **claim** or **suit** have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

14. Inspections and Surveys

- a. We have the right to make inspections and surveys at any time, give you reports on the conditions we find, and recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

15. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our prior written consent, except in the case of death of an individual **Named Insured**.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights.

SECTION IV – REPORTING AND EMERGENCY RESPONSE COSTS

1. Duties In The Event of an Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an:

- (1) **Occurrence**, offense or **pollution condition**; or

(2) **Professional services wrongful act**, incident, circumstance or situation

which may result in a **claim** or **emergency response costs** under this policy.

b. To the extent possible, notice should include:

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

c. If a **claim** is made or **suit** is brought against any insured, you must:

- (1) Immediately record the specifics of the **claim** or **suit** and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.

d. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

This provision does not apply to **emergency response costs** incurred by the insured responding to a **pollution condition** or **professional services wrongful act**. The insured shall notify us as soon as practical of all information concerning the **emergency response costs**, including:

- (1) How, when and where the **pollution condition** or **professional services wrongful act** took place;
- (2) The names and addresses of any witnesses; and
- (3) Any available field reports and notes, analytical laboratory data, expert reports, investigations, invoices, regulatory notifications or correspondence and any other documentation relating to the **emergency response costs**.

SECTION V – EXTENDED REPORTING PERIOD

When the underlying insurance provides coverage on a claims-made basis:

- 1. Any automatic extended reporting period or discovery period for reporting **claims** under the **underlying insurance** shall also be available under this policy subject to the conditions and requirements identified in the **underlying insurance**.

2. Any optional extended reporting period that is available and purchased under the **underlying insurance** shall also be available under this policy for the same time period subject to the same terms and conditions in the **underlying insurance**, provided:
 - a. You make a written request for the optional extended reporting period to us which is received no later than thirty (30) days prior to the end of the **policy period**; and
 - b. All the other terms and conditions of the policy are met and the additional premium is paid when due.

When an optional extended reporting period is available for purchase under this policy, the premium will not exceed 200% of the annual premium for this policy and will be fully earned when the coverage is purchased. In no event shall the extended reporting period under this policy be longer than the shortest extended reporting period under any **underlying insurance**.

No applicable extended reporting period shall reinstate or increase any of the Limits of Insurance of this policy.

SECTION VI – DEFINITIONS

1. **Bodily injury, claim, emergency response costs, occurrence, personal and advertising injury, pollution condition, professional services wrongful act, property damage and suit** shall have the same meanings as such terms or equivalent terms in the **underlying insurance**.
2. **Defense costs** means fees incurred by an attorney we designate; and all other reasonable fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** or **suit**. Such fees, costs and expenses must be incurred by an attorney we designate or by the insured with our consent. **Defense costs** include up to \$1,500 per day in actual lost earnings incurred by the insured due to time taken off from work at our request and in support of our investigation, adjustment or defense or appeal of a **claim** or **suit**.
3. **Hazardous properties** includes radioactive, toxic or explosive properties.
4. **Named Insured** means the entity listed on the Declarations as the **Named Insured**.
5. **Nuclear facility** means:
 - a. Any **nuclear reactor**;
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium; or
 - (2) Processing or utilizing **spent fuel**; or
 - (3) Handling, processing or packaging **nuclear waste**; or
 - 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 **nuclear 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.

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

7. **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.
8. **Nuclear 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**.
9. **Policy period** means the period listed on the Declarations or amended by endorsement to this policy.
10. **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.
11. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
12. **Underlying Insurance** means the schedule of insurance policies, carriers, policy terms and policy limits of insurance shown on the Declarations for this Coverage Part.

POLICY NUMBER: 793-01-15-48-0003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL ENVIRONMENTAL LIABILITY COVERAGE FORM
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE FORM
FOLLOW-FORM EXCESS LIABILITY COVERAGE FORM

The following replaces the **Service of Suit** condition in the **CONDITIONS** section:

Service of Suit

1. We designate and authorize the following person as our agent for service of process for any proceeding brought by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance. Such service of process must be made by certified mail return receipt requested to:

General Counsel
Intact Insurance Specialty Solutions - Legal Dept.
605 North Highway 169
Suite 800
Plymouth, MN 55441

2. If required by applicable statute, we also designate the Superintendent, Commissioner or Director of Insurance, or other officer or individual specified in the law of the jurisdiction in which this policy is issued, to receive on our behalf service of process for any proceeding brought by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance. We authorize the Superintendent, Commissioner, Director or other officer or individual upon whom service is made to mail a copy of the process to the person identified in Paragraph 1. above.
3. In Rhode Island, we also designate and authorize the following person as our agent for service of process for any proceeding brought by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance:

Sherry A. Goldin
10 Weybosset Street
Providence, Rhode Island 02903

4. In Oregon, service of process for any proceeding brought by or on behalf of the insured, or any beneficiary under this policy, and arising out of this policy of insurance may be made upon the insurance producer in the courts for the county where the insurance producer who registered or delivered the policy resides or transacts business.
5. By agreeing to the service of process provisions above, we do not waive our right to commence an action in any court of competent jurisdiction in the United States, remove an action to a United States District Court or seek a transfer of a case to another court as permitted by the laws of the United States or of any state within the United States.

All other terms and conditions remain the same.

Policy Number: 793-01-15-48-0003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART
ENVIRONMENTAL EXCESS COVERAGE PART

1. **SECTION I – COVERAGE, 2. Exclusions** is amended by adding the following paragraph:

This insurance does not apply to:

TERRORISM

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

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

With respect to this exclusion, paragraphs **a.** and **b.** describe the thresholds used to measure the magnitude of an incident of an **other act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

2. The following is added to **DEFINITIONS**:

Policy Number: 793-01-15-48-0003

- a. For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to **bodily injury, emergency response costs, personal and advertising injury, pollution condition, professional services wrongful act, and property**.
- b. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
 - (1) The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - (2) The act resulted in damage:
 - (a) Within the United States (including its territories and possessions and Puerto Rico); or
 - (b) Outside of the United States in the case of:
 - i. An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - ii. The premises of any United States mission; and
 - (3) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- c. **Coverage territory, bodily injury, emergency response costs, personal and advertising injury, pollution condition, professional services wrongful act and property damage** shall have the same meanings as such terms or equivalent terms in the underlying insurance.
- d. **Other act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **certified act of terrorism**.

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

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

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART
ENVIRONMENTAL EXCESS COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a fully executed written contract.

- A.** The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition of the **CONDITIONS** Section:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or
2. **Your work;**

performed under a written contract with that person or organization and included in the **products-completed operations hazard**. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

- B.** The following is added to the **DEFINITIONS** Section:

Your work and **products-completed operations hazard** shall have the same meanings as such terms or equivalent terms in the **underlying insurance**.

All other terms and conditions remain the same.

Policy Number: 793-01-15-48-0003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

However, this insurance will apply before, and will not seek contribution from, any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:
 - (1) Act primary to any other insurance available to the additional insured; and
 - (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF UNDERLYING COVERAGE

This endorsement only modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART

SCHEDULE

COVERAGE PARTS NOT COVERED:

Employee Benefits Liability

This insurance does not apply to the coverage part(s) in the SCHEDULE above that are in part of the **underlying insurance**.

Additionally, the coverage part(s) will be listed as NOT COVERED in the Schedule of Underlying Insurance shown in the Declarations.

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR REDUCTION IN COVERAGE AMENDATORY ENDORSEMENT FOR SPECIFIC ENTITIES

This endorsement modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART

SCHEDULE

Specific Entity and Mailing Address:

IMMOBILIARE MANAGEMENT, LLC
405 EL CAMINO REAL #109
MENLO PARK, CA 94025

The following is added to **SECTION III - CONDITIONS:**

Notice of Cancellation or Reduction in Coverage for Specific Entities

1. We may cancel this policy by mailing or delivering to the entity shown in the SCHEDULE above written notice of cancellation at least thirty (30) calendar days before the effective date of cancellation; or ten (10) calendar days in the event of cancellation for non-payment of premium. The **policy period** will end on that date.
2. If we:
 - a. Amend the **policy period**;
 - b. Delete a Coverage Part;
 - c. Delete a **Named Insured** from the policy; or
 - d. Reduce the Limits of Insurance shown in the Declarations, unless such reduction is a result of payment of damages, medical expenses, **defense costs**, **clean up costs**, or **emergency response costs**;

we will mail or deliver to the entity shown in the SCHEDULE above written notice at least thirty (30) calendar days prior to the effective date of any of the changes outlined in items **a.** through **d.** above.
3. Failure on our part to provide such notice shall not delay the effective date of cancellation of the policy or any of the changes in paragraph **2.** above.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOT FOLLOWING SUBLIMITED UNDERLYING INSURANCE COVERAGE
(RECOGNITION OF UNDERLYING EROSION)**

This endorsement modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART
ENVIRONMENTAL EXCESS COVERAGE PART

The following is added to **SECTION II – LIMITS OF INSURANCE** is amended by adding the following paragraph:

If any **underlying insurance** contains a coverage part, insuring agreement or other grant of coverage with a limit or sublimit of insurance of a lesser amount than the limits of insurance scheduled in the Schedule of Underlying Insurance in the Declarations of this policy, then this policy shall not be subject to such coverage part, insuring agreement or other grant of coverage. However, for purposes of determining when the coverage afforded under this policy shall attach, the limits of insurance of the **underlying insurance** shall be reduced or exhausted by actual payments of damages under such coverage part, insuring agreement or grant of coverage.

All other terms and conditions remain the same.

Policy Number: 793-01-15-48-0003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERFLOURINATED CHEMICALS, PER- AND POLYFLOUROALKYL
SUBSTANCES AND PERFLOUROCARBONS EXCLUSION**

This endorsement modifies coverage provided under the following:

ENVIRONMENTAL EXCESS COVERAGE PART

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

This insurance does not apply to:

Perflourinated Chemicals, Per- And Polyflouroalkyl Substances And Perflourocarbons

Any claim, suit, damage or expense arising out of or in any way involving perflourinated chemicals, per- and polyfluoroalkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), GenX or perflourocarbons in any form, under any generic name or brand name, or any related derivative, degradation, breakdown or constituent chemical, substance or product.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE FROM A DECLARED PANDEMIC EXCLUSION

This endorsement modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART
ENVIRONMENTAL EXCESS COVERAGE PART

A. The following exclusion is added to 2. Exclusions of SECTION I – COVERAGE:

This insurance does not apply to any:

Communicable Disease from a Declared Pandemic

Any claim, suit, damage or expense arising out of any actual or alleged transmission of any **communicable disease** that is categorized as a pandemic by the World Health Organization, U.S. Centers for Disease Control and Prevention, or any other Canadian or U.S. governmental or quasi-governmental public health agency, entity or service.

This exclusion applies even if the claim or suit against any insured alleges negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. The following is added to the DEFINITIONS Section:

Communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. The disease, substance or agent can cause or threaten **bodily injury**, emotional distress, damage to human health or human welfare, **property damage** or **environmental damage**.

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ABUSE, MOLESTATION, SEXUAL MISCONDUCT OR
SEXUAL OFFENSE**

This endorsement modifies coverage provided under the following:

FOLLOW-FORM EXCESS COVERAGE PART
ENVIRONMENTAL EXCESS COVERAGE PART

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

This insurance does not apply to:

Abuse or Molestation

Any liability for **bodily injury, property damage or personal and advertising injury** sustained by any person arising out of:

(1) actual or threatened abuse, molestation, sexual misconduct or sexual offense by:

- (a)** any insured;
- (b)** any **employee** or **temporary worker** of any insured;
- (c)** any **volunteer worker(s)**;
- (d)** any other person hired, employed by or affiliated with a person or organization which has leased premises from or entered into a contract with any insured; or

(2) the negligent:

- (a)** employment;
- (b)** selection of volunteer(s);
- (c)** investigation;
- (d)** supervision;
- (e)** reporting to the proper authorities, or failure to so report; or
- (f)** continuation of employment or volunteers activities for or on behalf of the insured;

of any other person or organization for whom any insured is or ever was legally responsible and whose conduct would otherwise be excluded by this endorsement; or

(3) the negligent:

- (a)** design;
- (b)** control;
- (c)** maintenance;
- (d)** supervision;

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(e) inspection;

(f) investigation of prospective tenants;

of the insured's premises, which allegedly results in, or significantly contributes to, conduct which would be excluded in (1) above.

We shall not have any duty to defend any **suit** against the insured seeking damages on account of any such injury.

B. Bodily injury, employee, personal and advertising injury, property damage, suit, temporary worker and voluntary worker shall have the same meanings as such terms or equivalent terms in the **underlying insurance**.

All other terms and conditions remain the same.

POLICY NUMBER: 793-01-15-48-0003**Non-Policy Forms**

The following forms were sent to you with your policy, but they are not part of your policy. They contain information which you may find useful about your policy, insurance in general, your premium payments, or other topics of interest. These forms do not give you insurance coverage. Refer to the forms that are part of your policy to determine if a loss is covered, and what we will pay, as well as your rights and duties.

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U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS
NOTICE (OFAC)

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