

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this __ day of _____, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation and A PLUS TREE, LLC, whose address is 780 AZUAR AVENUE, VALLEJO, CA 94592 (“**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: Tree Treatments. City staff issued an RFP on January 24, 2025 and after a submittal period of 13 days received six of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. The City and Provider desire to enter into an agreement for five years, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the _____ day of March 2025, and shall terminate on the 30th of June 2029, unless terminated earlier as set forth herein.

With the exception that the compensation shall be adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

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.

2. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be

according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. If you wish to encumber department funds for the aggregate amount of the contract compensation, then state: The total five-year compensation for this Agreement shall not exceed \$2,347,991.86. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

If the compensation is to be encumbered annually, but in different amounts because of an escalator then state: Compensation for work done under this Agreement, shall not exceed as follows:

- FY 24-25 total compensation shall not exceed \$200,000
- FY 25-26 total compensation shall not exceed \$200,000
- FY 26-27 total compensation shall not exceed \$200,000
- FY 27-28 total compensation shall not exceed \$200,000
- FY 28-29 total compensation shall not exceed \$200,000
- Total five-year compensation shall not exceed **\$1,000,000**

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

3. TIME IS OF THE ESSENCE:

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

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10. b. (1) through (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

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

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

CD
Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers’ Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

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

or

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

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

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

c. SUBROGATION WAIVER:

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. RECORDS:

a. 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**").

b. 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.

c. 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.

16. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Attention: Jesse Barajas, Project Manager II

Ph: (510) 747-7900 / FAX (510) 769-6030

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

A Plus Tree, LLC
780 Azuar Avenue
Vallejo, CA 94592
ATTENTION: Sherri Weber, Regional VP & Natasha DuCharme, VP

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

City of Alameda
Public Works Department
950 West Mall Square, Suite 10
Alameda, CA 94501
ATTENTION: Jeannette Navarro, Executive Assistant
Ph: (510) 747-7930 / jnavarro@alamedaca.gov

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

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

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

a. For purposes of Sections 27 through 29 of this Agreement, the terms “claim”, “contractor”, “public works project” and “subcontractor” shall have the same meanings set forth in Public Contract Code Section 9204.

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

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

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

e. In executing this Agreement, Contractor acknowledges and agrees that

f. the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

28. REGISTRATION OF CONTRACTORS:

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

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

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

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

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

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

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

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

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

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

30. CAPTIONS:

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

31. COUNTERPARTS:

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

32. SIGNATORY:

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

33. CONTROLLING AGREEMENT:

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

34. MULCH PROCUREMENT REQUIREMENTS

Providers of landscaping maintenance, renovation, and construction shall:

a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with [14 CCR, Division 7, Chapter 12, Article 12](#) and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in [14 CCR Section 17852\(a\)\(24.5\)\(A\)\(1\) through \(3\)](#).

b. Maintain the following records for compost and SB 1383 eligible mulch and submit to the City upon request:

- (1) General description of how and where the product was used and applied;
- (2) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the compost and/or SB 1383 eligible mulch were procured;
- (3) Type of product
- (4) Quantity of each product; and,

Invoice or other record demonstrating purchase or procurement.

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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.

A PLUS TREE, LLC
a California LLC,

Cyrus DeVere
Cyrus DeVere (Feb 13, 2025 09:19 MST)

Cyrus DeVere
CEO

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager

Ed Heatter
Ed Heatter (Feb 13, 2025 10:08 CST)

Ed Heatter
VP Finance

RECOMMENDED FOR APPROVAL

Signed by:
Erin Smith
Erin Smith (Feb 13, 2025 10:49:11 AM PST)
Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:
Len Aslanian
Len Aslanian (Feb 13, 2025 10:46:44 AM PST)
Len Aslanian
Assistant City Attorney

Exhibit A

Scope of Services – City of Alameda Tree Treatment

WORK TO BE DONE

Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that customer's treated trees will be free of pests when systemic insecticide are applied for the term stated on the product label. Fruit control, when applied during the flowering period, is greatly reduced according to product label. Other tree applications will follow the manufacturer/product recommendations and/or additional DPR regulations. Including Tree Growth Regulators (TGR) and the contractor will be responsible to conform and guarantee the results according to the product label. Additional treatments include but not limited to vertical mulching, applying mycorrhizal fungi and amendments to increase water holding capacity, and beneficial fungi. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property free and clear at all times of excess materials, debris and equipment. Contractor shall provide the following services within the boundaries of each facility.

Definition of Tasks

1. Insecticide Soil Injections (IN)
2. Insecticide Cambium Injections/Trunk Application (CI/TA)
3. Nutrient Soil Injections (NS)
4. Nutrient Cambium Injections/ Trunk Application (NC/TA)
5. Fruit Control/ Trunk Application (FC/TA)
6. Fungicide Application
7. Growth Regulators
8. Vertical Mulching/ Treatments
9. Water holding products
10. Bactericide

1. Insecticide Soil Injections (IN)- Is performed by the use of a pressure injections pump to delivery active ingredient within the absorbing roots for tree uptake.

2. Insecticide Cambium Injections/ Trunk Application (CI/TA)- Is performed through direct injections of the formulated active ingredient into the trees cambium layer or trunk application. Using trunk penetrants like Pentrabark as required by product is the preferred method to avoid supplemental trunk injuries. Or products like Arborjet that reduce trunk injury through limited trunk penetrations. Product shall be the active ingredient emamectin benzoate, Abamectin, or equivalent non-nictonite formula which can be applied in the presence of pollinators, eliminates existing populations of insect pests and provides multi-year protection against new infestations or equivalent as recommended by Pest Control Advisor.

3. Nutrient Soil Injections (NS)- Is performed by the use of pressure injection pump to deliver active ingredient within the absorbing roots for tree uptake.
4. Nutrient Cambium Injections/ Trunk Application (NC/TA)- Is performed through direct injections of the formulated active ingredient into the trees cambium layer or applied to tree trunk. Some chelated formulas are found within the Mauget or Wedgell systems. This is preferred method when soils contain low cation exchange capacity or severe nutrient deficiencies.
5. Fruit Control/ Trunk Application (FC/TA)- Application of fruit shedding product pre-fruit setting for the control and abortion of the flowers prior to fruit set.
6. Fungicide Application- Systemic soil application of active ingredient used to control the symptoms of pathological fungi.
7. Growth Regulators- Non-phytotoxic systemic/translocative active ingredient use to regulate control/stagnant tree growth. Formulated as a trunk application or soil injected for tree uptake.
8. Vertical Mulching/Treatments- Mechanical auguring biomass products within the drip line of the tree including amendments as recommended by PCA or Agronomist or Soil Scientists including Non-phytotoxic active ingredients or products.
9. Water holding products- PCA recommended products to improve the sites water holding capacity or cation exchange capacity.
10. Bactericide- a foliar application of (Agromyence) bactericide for the control of identified pathogenic bacteria on ornamental trees.

Exhibit B

App@111dixC

Project Prii:i111g - City of Alameda frn!! freatrn!!ilit:

Propmm"!! !1ha11 fumisil all mat!!rials, machim,ry, tools and eqt.1ipment: nguimd to p!!rfmm the-wonk, and to do all tliil@ 5caid wort, in accordant:!! with said Pla11s, Spm:;ifications.a11d Sp@cia,l Provisf,ons for th@ unil: pric@s.set: forth in th!! following sd1!!dul@, All proposals mus.t give the-pri.c!!s. proposed, both ln w,r|tlng and in figur,eis. Prnposa11\smus.t b.t signed by tile Bidd!!r,

Quami,trie:-slis.ted a,rn :mticipat!!d 1malMU1m quantiti!!s.per y!!a,r. City will direct tr!!mtm@nt on an as-m!!!d@d oosi1i.

Item No.	Approximate Quantity	Items with Unit: Pric@s. Write-n in Words.	Unit: Moo	Total Pricoo
ilil@cticide Soll Inij lom (IN)				
L	100 tr@e-S	Inj@ct fr@e-S • DBH am 36__, to 24__ @ _____	\$ 95 -	\$ 6000 -
		Per Tree		
ilil@cticide Soll Inij lom (IN)				
2.	200 tre,a-s	Inj@ct Tr@e-S • DBH am 24n to 12N @ _____	\$ 60 -	\$ 9,000 -
		Per Tree		
ilil@cticide Soll Inij lom (IN)				
3.	300 tr@e-S	Inj@ct fr@e-S • DBH am 1r to 6__, @ _____	\$ 20 -	\$ 2,000 -
		Per fr@e'		

<u>Item No</u>	<u>Approximate Quantity</u>	<u>Items with Unit Prices Written in Words</u>	<u>Unit Price</u>	<u>Total Price</u>
Insecticide cambium Injections/ tn,nk treatment (CI/TA)				
4.	100 trees	Inject Trees OBH are 36" to 24"		
		@ _____	162	16,200
		_____	\$	\$
		Per Tree		
Insecticide cambium Injections/ tn,nk treatment (CI/TA)				
5.	200 trees	Inject Trees OBH are 24" to 12"		
		@ _____	108	2,160
		_____	\$	\$
		Per Tree		
Insecticide cambium Injections/ tn,nk treatment (CI/TA)				
6.	100 trees	Inject Trees DBH are 12" to 6"		
		@ _____	54	5,400
		_____	\$	\$
		Per Tree		
Nutrient Soil Injections (NS)				
7.	200 trees	Inject Trees OBH are 36" to 24"		
		@ _____	85	17,000
		_____	\$	\$
		Per Tree		

<u>No</u>	<u>Approximate Quantity</u>	<u>Items with Unit Prices Written in Words</u>	<u>Unit Price</u>	<u>Total Price</u>
Nutrient Soil Injections (NS)				
8.	300 trees	Inject Trees OBH are 24" to 12"		
		@ _____		
			\$ 54	\$ 16,200
		Per Tree		
Nutrient Soil Injections (NS)				
9.	100 trees	Inject Trees DBH are 12" to 6"		
		@ _____		
			\$ 42	\$ 4,200
		Per Tree		
Nutrient Cambium Injections/ treatment trunk (NC/TA)				
10.	200 trees	Inject Trees OBH are 36" to 24"		
		@ _____		
			\$ 162	\$ 32,400
		Per Tree		
Nutrient Cambium Injections/ treatment trunk (NC/TA)				
11.	300 trees	Inject Trees OBH are 24" to 12"		
		@ _____		
			\$ 108	\$ 32,400
		Per Tree		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
Nutrient Cambium Injections/ trunk treatment (NC/TA)				
12.	100 trees	Inject Trees* OBH are 12" to 6"		
		@ _____		
			\$ 54	\$ 5,400
		Per Tree		
Fruit Control (FC/TA)				
13.	10 trees	Inject Trees. OBH are 36" to 24"		
		@ _____		
			\$ 144	\$ 1,440
		Per Tree		
Fruit Control (FC/TA)				
14.	40 trees	Inject Trees. OBH are 24" to 12"		
		@ _____		
			\$ 96	\$ 3,840
		Per Tree		
Fruit Control (FC/TA)				
15.	30 trees	Inject Trees* OBH are 12" to 6"		
		@ _____		
			\$ 48	\$ 1,440
		Per Tree		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
Fungicide Application				
16.	40 trees	Inject Trees. OBH are 12" to 24"		
		@ _____	48	1,920
		_____	\$	\$
		Per Tree		
Trff Growth Regulator				
17.	200 trees	Inject Trees. OBH are 36" to 24"		
		@ _____	129	25,800
		_____	\$	\$
		Per Tree		
Trff Growth Regulator				
18.	400 trees	Inject Trees. OBH are 24" to 12"		
		@ _____	86	34,400
		_____	\$	\$
		Per Tree		
Trff Growth Regulator				
19.	300 trees	Inject Trees. OBH are 4" to 12"		
		@ _____	43	12,900
		_____	\$	\$
		Per Tree		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
Vertical Mulching/ treatment				
20.	100 trees	Treat Trees. DBH are 36" to 24"		
		@ _____		
		_____	\$ <u>645</u>	\$ <u>64,500</u>
		Per Tree		
Vertical Mulching/ treatment				
21.	100 trees	Treat Trees. DBH are 24" to 12"		
		@ _____		
		_____	\$ <u>325</u>	\$ <u>32,500</u>
		Per Tree		
Vertical Mulching/ treatment				
22.	100 trees	Treat Trees. DBH are 12" to 24" Correction Treat Trees • 12" to 6"		
		@ _____		
		_____	\$ <u>165</u>	\$ <u>16,500</u>
		Per Tree		
Water Holding Products				
23.	200 trees	Treat Trees. DBH are 36" to 24"		
		@ _____		
		_____	\$ <u>95</u>	\$ <u>19,000</u>
		Per Tree		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
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Water Holding Products

24.	300 trees	Treat Trees. DBH are 24" to 12"		
		@ _____		
		_____	\$ 60	\$ 18,000
		Per Tree		

Water Holding Products

25.	200 trees	Treat Trees. DBH are 4" to 12"		
		@ _____		
		_____	\$ 20	\$ 4,000
		Per Tree		

Bee Control

26.	12 Occurrences	Control Bees		
		@ _____		
		_____	\$ 150	\$ 1,800
		Per Occurrence-		

Bactericide

27.	SO trees	Inject Trees. DBH are 12" to 24"		
		@ _____		
		_____	\$ 108	\$ 5,400
		Per Tree		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
28.	Plan	Tree Treatment Plan		
		@ _____	250	250
		Per Plan	\$ _____	\$ _____
			TOTAL BID	\$ 402,050

TOTAL BID WRITTEN IN WORDS:









Trees Agreement(APlus Tree LLC) 24-08-22 Service provider Use (1)

Final Audit Report

2025-02-13

Created:	2025-02-13
By:	Natasha DuCharme (natasha@aplustree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ5niJF7O7xNyZdmT2YJWWaCD6PGIRvtA

"Trees Agreement(APlus Tree LLC) 24-08-22 Service provider Use (1)" History

-  Document created by Natasha DuCharme (natasha@aplustree.com)
2025-02-13 - 4:05:08 PM GMT
-  Document emailed to Cyrus DeVere (cyrus@aplustree.com) for signature
2025-02-13 - 4:05:15 PM GMT
-  Document emailed to Ed Heatter (ed@aplustree.com) for signature
2025-02-13 - 4:05:15 PM GMT
-  Email viewed by Ed Heatter (ed@aplustree.com)
2025-02-13 - 4:08:24 PM GMT
-  Document e-signed by Ed Heatter (ed@aplustree.com)
Signature Date: 2025-02-13 - 4:08:57 PM GMT - Time Source: server
-  Email viewed by Cyrus DeVere (cyrus@aplustree.com)
2025-02-13 - 4:19:24 PM GMT
-  Document e-signed by Cyrus DeVere (cyrus@aplustree.com)
Signature Date: 2025-02-13 - 4:19:57 PM GMT - Time Source: server
-  Agreement completed.
2025-02-13 - 4:19:57 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2025

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 License # 0757776 HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310	CONTACT NAME: Anna Duran PHONE (A/C, No, Ext): (805) 618-3701 FAX (A/C, No): (805) 832-6581 E-MAIL ADDRESS: CAL-CC-CertReqs@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
A Plus Tree, LLC 6412 South 900 East Suite 201 Murray, UT 84121	INSURER A : Arch Insurance Company 11150 INSURER B : Admiral Insurance Company 24856 INSURER C : Arch Indemnity Insurance Company 30830 INSURER D : Endurance American Specialty Insurance Company 41718 INSURER E : Gotham Insurance Company 25569 INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ZAGLB1103002	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		ZACAT1204202	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UX00000138401	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	ZAWCI9777400	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			ELD30033476602	1/1/2025	1/1/2026	Agg/Occ 3,000,000
E	Excess Liability			EX202500003166	1/1/2025	1/1/2026	Agg/Occ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Alameda, its Council, Officers, Employees, Volunteers, Board and Commissions are included as Additional Insureds under the General Liability policy per attached form #CG 20 12 12 19 when required by a written contract.

City of Alameda, its Council, Officers, Employees, Volunteers, Board and Commissions are included as Additional Insureds under the Auto Liability policy per attached form #00 CA0070 00 10 13 when required by a written contract.

Excess Liability is following form.
 SEE ATTACHED ACORD 101

Initial
LC 3/3/2025

CERTIFICATE HOLDER **CANCELLATION**

City of Alameda 2263 Santa Clara Avenue 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
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED A Plus Tree, LLC 6412 South 900 East Suite 201 Murray, UT 84121
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
This certificate replaces and voids the certificate previously issued on 12/30/2024.

POLICY NUMBER: ZAGLB1103002

COMMERCIAL GENERAL LIABILITY
CG 20 12 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS,
EMPLOYEES, AGENTS, AND VOLUNTEERS

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. 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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s):
BY WRITTEN CONTRACT OR AGREEMENT

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an “insured” the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT1204202

Named Insured: A PLUS TREE LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 1/1/2025

ADMIRAL INSURANCE COMPANY

A Delaware Corporation

COMMERCIAL LINES POLICY

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

THIS POLICY CONSISTS OF:

Declarations;

Common Policy Conditions; and

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

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

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



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260 (480) 509-6627

Policy Issuing Office: 232 Strawbridge Drive, Suite 300, Moorestown, NJ 08057
Telephone (856) 429-9200 Facsimile (856)429-8611

Policy Number: UX000001384-01

AI 80 01 10 21

Effective Date: 01/01/2025



Carrier: Admiral Insurance Company

Named Insured: A PLUS TREE LLC

IMPORTANT – POLICYHOLDER NOTICES

OFAC ADVISORY NOTICE

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 changes 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 "Specifically Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>

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.

Policy Number: UX000001384-01

AI 80 00 09 20

Effective Date: 01/01/2025



Carrier: Admiral Insurance Company

Named Insured: A PLUS TREE LLC

IMPORTANT – POLICYHOLDER NOTICES

Form Intentionally Left Blank

Policy Number: UX000001384-01

EX 51 12 12 19

Effective Date: 01/01/2025

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."**



NO FLAT CANCELLATION

**COMMERCIAL EXCESS LIABILITY POLICY
DECLARATIONS**

Carrier: Admiral Insurance Company

Policy No.: UX000001384-01

Renewal/Rewrite of: NEW

Named Insured and Mailing Address

A PLUS TREE LLC
985 WALNUT AVE
VALLEJO, CA 94592

POLICY PERIOD: From 01/01/2025 to 01/01/2026 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

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

THE NAMED INSURED IS: Individual; Partnership; Corporation; Joint Venture; LLC; Other

AUDIT PERIOD: Annual Semi-Annual Quarterly Monthly N/A

LIMITS OF INSURANCE:

Each Loss Event Limit: \$2,000,000

Policy Aggregate Limit, where applicable: \$2,000,000

PREMIUM:

MINIMUM RETAINED PREMIUM:

Company to retain no less than 25% of the Total Premium if the Insured cancels

FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT INCEPTION:

See Schedule of Forms AI 00 18 03 98

This policy is not binding unless countersigned by Admiral Insurance Company or its Authorized Representative.

Countersigned On: 02/19/2025

At: Moorestown, NJ

By: 
Authorized Representative

COMMERCIAL EXCESS LIABILITY

Carrier: **Admiral Insurance Company**

Policy No.: **UX000001384-01**

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE	
Commercial General Liability	
Company	ARCH INSURANCE COMPANY
Minimum Applicable Limits of Insurance	
General Aggregate (Other Than Products-Completed Operations Aggregate)	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 2,000,000
Each Occurrence	\$ 1,000,000
Personal And Advertising Injury	\$ 1,000,000
Commercial Auto Liability	
Company	ARCH INSURANCE COMPANY
Minimum Applicable Limits of Insurance	
Any One Accident	\$ 1,000,000
Commercial Auto Liability	
Company	ARCH INSURANCE COMPANY
Minimum Applicable Limits of Insurance	
Any One Accident	\$ 1,000,000

SCHEDULE OF FORMS

Named Insured: A PLUS TREE LLC

Policy No.: UX000001384-01

FORM NUMBER	TITLE
JX46220824	COVER JACKET ADMIRAL EXCESS
EX51121219	CALIFORNIA DISCLOSURE NOTICE
DE20360523	EXCESS LIABILITY POLICY DECLARATIONS
DE20370523	EXCESS SCHEDULE OF "UNDERLYING INSURANCE"
UX51270824	CLAIM REPORTING NOTICE ADDRESS INFORMATION
AI00180398	SCHEDULE OF FORMS
UX00010523	EXCESS LIABILITY COVERAGE FORM
EX10020523	EXCLUSION - ASBESTOS (ABSOLUTE)
EX10030523	EXCLUSION - SILICA
EX10040523	EXCLUSION - LEAD
EX10050523	EXCLUSION - ELECTROMAGNETIC RADIATION
EX10060523	EXCLUSION - NUCLEAR ENERGY LIABILITY
EX10070523	EXCLUSION - MICROORGANISMS, BIOLOGICAL ORGANISMS OR ORGANIC CONTAMINANTS
EX47010603	EXCLUSION TOTAL CARE, CUSTODY AND CONTROL
EX47080207	EXCLUSION PROFESSIONAL SERVICES
EX47460603	EXCLUSION OPERATIONS COVERED BY A CONSOLIDATED (WRAP - UP) INSURANCE PROGRAM

UX00120723	EXCLUSION - WAR
UX00261023	EXCLUSION - UNINSURED/UNDERINSURED MOTORIST
UX10090623	TOTAL POLLUTION EXCLUSION - FOLLOW FORM POLLUTION
UX47120723	EXCLUSION - ERISA
UX47930623	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
UX51260623	COMMUNICABLE DISEASE EXCLUSION
UX51310623	EXCLUSION - CYBER INCIDENT
UX51360623	TOTAL PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION
UX51400424	EXCLUSION - BIOMETRIC INFORMATION
EX51050821	SERVICE OF SUIT - CALIFORNIA

Policy Number: UX000001384-01

UX 51 27 08 24

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE DO IT CAREFULLY.

CLAIM REPORTING NOTICE ADDRESS INFORMATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

It is agreed that the following is hereby added to **SECTION III – CONDITIONS 8. Transfer Of Rights And Duties Under This Policy:**

You and any other involved insured must see to it that we are notified as soon as practicable of an occurrence or an offense which may result in a claim. Notice must be given to:

Admiral Insurance Group, a Berkley Company

Attention: Claims Department

232 Strawbridge Drive, Suite 300

Moorestown, NJ 08057

Or E-mail to: admclaims@admiralins.com

EXCESS LIABILITY COVERAGE FORM

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

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the company providing this insurance. The word “insured” means any person or organization qualifying as such under the “controlling underlying insurance”. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IV - Definitions and relevant references in the text of this policy. Other words and phrases that are not defined under this policy but defined in the “controlling underlying insurance” will have the meaning described in the policy of “controlling underlying insurance”.

SECTION I - EXCESS LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “underlying insurance limit” because of injury or damage caused by an occurrence to which this insurance applies, provided the applicable limits of “controlling underlying insurance”, as shown in the Schedule Of Controlling Underlying Insurance, have been exhausted by payment of judgments, settlements and, if applicable, costs or expenses.
- b. The insurance provided under this policy will follow the same provisions, exclusions and limitations that are contained in the applicable “controlling underlying insurance”, unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable “controlling underlying insurance”.

2. Insuring Agreement – Defense

- a. We will have the right and be given the opportunity to associate with any insured or controlling underlying insurer in the investigation, settlement or defense of any claim or suit that may involve this insurance. We will have a duty to defend such claims or suits when the applicable limit of insurance of the “controlling underlying insurance” has been exhausted by payment of judgements, settlements, and any cost or expense subject to such limit.
- b. At our discretion, we may investigate and settle any claim or suit. Any payments we make will

not reduce the Each “Loss Event” Limit or Policy Aggregate Limit shown in the Declarations unless the policy of “controlling underlying insurance” specifies that its limit is reduced by costs or expenses.

- c. When our limits of insurance have been exhausted, any defense provided by us will cease.

3. Exclusions

The exclusions applicable to any “controlling underlying insurance” apply to this insurance unless superseded by any other exclusions added by endorsement to this policy.

SECTION II – LIMITS OF INSURANCE

1. Limits

The Limits of Insurance of this policy shown in the Declarations will apply as follows:

- a. The Policy Aggregate Limit is the most we will pay for the sum of all “ultimate net loss” for all injury or damage covered under this insurance. This limit will apply in the same manner as the aggregate limits shown in the Schedule Of Controlling Underlying Insurance.
- b. Subject to Paragraph 1.a. above, the Each “Loss Event” Limit is the most we will pay for the sum of all “ultimate net loss” under this insurance because of all injury or damage arising out of any one occurrence or offense.

2. Sublimit

If any other limit, such as a sublimit, is specified in the “controlling underlying insurance”, this insurance does not apply to injury or damage arising out of that exposure unless that limit is specified in the Schedule Of Controlling Underlying Insurance.

SECTION III – CONDITIONS

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

1. Appeals

If the controlling underlying insurer or insured elects not to appeal a judgment in excess of the applicable controlling “underlying insurance limit”, we may do so at our own expense. We will be liable for the taxable costs, pre- and post-judgement interest and disbursements. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II - Limits of Insurance.

2. Bankruptcy

- a. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.
- b. Bankruptcy of the controlling underlying insurer will not relieve us of our obligations under this policy.

However, this insurance will not replace the “controlling underlying insurance” in the event of bankruptcy or insolvency of the controlling underlying insurer. This insurance will apply as if the “controlling underlying insurance” were in full effect.

3. Cancellation

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

4. Loss Payable

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

- a. The insured or insured's controlling underlying insurer has become obligated to pay the controlling “underlying insurance limit”; and
- b. The obligation of the insured to pay the “ultimate net loss” in excess of the controlling “underlying insurance limit” has been determined by a final settlement or judgment or written agreement among the insured, claimant, controlling

underlying insurer (or a representative of one or more of these) and us.

5. Maintenance Of Underlying Insurance

- a. You must maintain the “controlling underlying insurance” affording in total the coverage and limits as stated in the Schedule Of Controlling Underlying Insurance in full force and effect during the policy period shown in the Declarations of this policy, except for reduction of aggregate limits, where applicable, solely as a result of the payment of claims, settlement or judgments for which:
 - (1) Take place during the policy period of this policy; and
 - (2) Are for injury or damage, costs or expenses covered by this policy.
- b. You must notify us in writing within thirty (30) days if any company cancels, non-renews, replaces or otherwise terminates or changes any terms or conditions of any of the “controlling underlying insurance”.
- c. You must notify us immediately of the exhaustion of any aggregate limits of the “controlling underlying insurance”.
- d. Your failure to comply with the foregoing will not invalidate this policy, but in the event of such failure we will be liable only to the extent that we would have been liable had you complied herewith.

6. Policy Period

This insurance will respond to injury or damage, or an offence committed that occurs during the effective policy period of this policy shown in the Declarations

7. 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 after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

8. Transfer Of Rights And Duties Under This Policy

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

If any insured dies, that insured’s rights and duties will be transferred to that insured’s legal representative, but only while acting within the scope of duties as that insured’s legal representative. Until that insured’s legal representative is appointed, anyone having proper temporary custody of that

insured's property will have that insured's rights and duties but only with respect to that property.

9. Other Insurance

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

SECTION IV – DEFINITIONS

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

1. “Controlling underlying insurance” means any policy of insurance or self-insurance listed in the Schedule Of Controlling Underlying Insurance that applies to the particular occurrence for which a claim is made or suit is brought.
2. “Loss event” means an occurrence, offense, accident, act, or other event, to which the applicable “controlling underlying insurance” applies.
3. “Underlying insurance limit” means the sum of amounts applicable to any claim or suit from:
 - a. “Controlling underlying insurance”, whether such “controlling underlying insurance” is collectible or not;
 - b. Any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this policy's Limits of Insurance; and
 - c. Any applicable self-insured retention or deductible.
4. “Ultimate net loss” means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.“Ultimate net loss” includes costs and expenses if the “controlling underlying insurance” specifies that limits are reduced by costs or expenses.

Policy Number: UX000001384-01

EX 10 02 05 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS (ABSOLUTE)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any "injury or damage" related to actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of mining, the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, testing for or failure to disclose the presence of asbestos, products containing asbestos, or products designed or used to protect from the inhalation, ingestion, contact with or other exposure to asbestos whether or not the asbestos is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense including but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of asbestos or products and materials containing asbestos;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of asbestos or products and material containing asbestos;
- (3) Disposal of asbestos substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding asbestos;
- (5) Existence, storage, handling or transportation of asbestos;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

It is further agreed that for any claim made or suit brought which is excluded under the terms of this endorsement the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, attorney fees or adjustment arising out of such claims.

Policy Number: UX000001384-01

EX 10 03 05 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any "injury or damage" related to actual, alleged, or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of mining, the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of, testing for or failure to disclose the presence of, failure to warn or advise of silica, products containing silica, or products designed or used to protect from the inhalation, ingestion, contact with or any other exposure to silica, whether or not the silica is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of silica or products and materials containing silica;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of silica or products and material containing silica;
- (3) Disposal of silica substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding silica;
- (5) Existence, storage, handling or transportation of silica;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

It is further agreed that for any claim made or suit brought which is excluded under the terms of this endorsement the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, attorney fees or adjustment arising out of such claims.

Policy Number: UX000001384-01

EX 10 04 05 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any “injury or damage” of any kind, including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of the mining, manufacturing, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of or testing for or failure to disclose the presence of lead, products containing lead, or products designed or used to protect from the inhalation, ingestion, contact with or other exposure to lead, whether or not the lead is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense, including but not limited to payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of lead or products and materials containing lead;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of lead or products and material containing lead;
- (3) Disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding lead;
- (5) Existence, storage, handling or transportation of lead;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit,” demand, fine or other proceeding alleging “injury or damage” of any kind to which this endorsement applies.

Policy Number: UX000001384-01

EX 10 05 05 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - ELECTROMAGNETIC RADIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to:

1. Any "injury or damage", including costs or expenses, arising out of, related to, caused by, contributed to by, or in any way connected with the actual or alleged exposure to, presence of, formation of or existence of "electromagnetic radiation";
2. Any loss, claim, "suit", cost or expense arising out of any request, demand, order, statutory, regulatory or governmental requirement that any insured or others for whom any insured is legally liable, test for, comply with standards for, monitor, clean up, remove, contain, treat, detoxify, neutralize, abate, mitigate or in any way respond to or assess the effects of "electromagnetic radiation";
3. Any loss, claim, "suit", cost or expense, including but not limited to fines or penalties, arising out of any failure to comply with any statutory, regulatory or governmental standards concerning acceptable levels of "electromagnetic radiation";
4. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with Paragraphs 1., 2. or 3. above; or
5. Any obligation to share damages with or repay anyone else who must pay damages in connection with Paragraphs 1., 2., 3. or 4. above.

"Electromagnetic radiation" means any form of electrical and magnetic energy, or electric and magnetic field(s) within the electromagnetic spectrum, whether naturally occurring or artificially created, regardless of source, and includes, but is not limited to, radio frequency radiation.

We shall have no duty to investigate, defend or indemnify any insured, or others to whom the insured is legally liable, against any loss, claim, "suit," or other proceeding alleging "injury or damage" of any kind, to which this endorsement applies.



Policy Number: UX000001384-01

EX 10 06 05 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION - NUCLEAR ENERGY LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1.

The insurance does not apply:

- A.** Under any Liability Coverage, to "injury or damage":
- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B.** Under any Medical Payments coverage, to expenses incurred with respect to injury resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C.** Under any Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material", if:
- (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "injury or damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to damage to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

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

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

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

Damage includes all forms of radioactive contamination of property.

Policy Number: UX000001384-01

EX 10 07 05 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - MICROORGANISMS, BIOLOGICAL ORGANISMS OR ORGANIC CONTAMINANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to:

- (1) Any “injury or damage” arising out of, related to, caused by or in any way connected with the exposure to, presence of, formation of, existence of or actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, bacteria, bacterium, spores, yeast or other toxins, allergens, infectious agents, wet or dry rot or rust, or materials of any kind containing them at any time, regardless of the cause of growth, proliferation or secretion.
Or;
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast, or other toxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.
 - (b) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast, or other toxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit” or other proceeding alleging “injury or damage” of any kind to which this endorsement applies.

Policy Number: UX000001384-01

EX 47 01 06 03

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – TOTAL CARE, CUSTODY AND CONTROL

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This insurance does not apply to any injury or damage, costs or expenses arising out of, resulting from, caused or contributed to by damage to property:

- a. You own, rent, or occupy including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Owned or transported by the "insured" and arising out of the ownership, maintenance or use of an auto;
- c. That involves premises you sell, give away or abandon, if the damage arises out of any part of those premises;
- d. Loaned to you;
- e. In the care, custody or control of the "insured";
- f. That involves a particular part of any property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the damage arises out of those operations; or
- g. That involves a particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

As used in this exclusion:

"Your work" means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

Policy Number: UX000001384-01

EX 47 08 02 07

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

This insurance does not apply to liability, any injury or damage of any kind, including costs or expenses, arising out of, resulting from, caused or contributed to by the rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Engineering services, including related supervisory or inspection services;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services;
- (9) Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
- (10) Law enforcement or firefighting services;
- (11) Real estate services;
- (12) Insurance and financial services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

Policy Number: UX000001384-01

EX 47 46 06 03

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OPERATIONS COVERED BY A CONSOLIDATED (WRAP – UP) INSURANCE PROGRAM

This insurance does not apply to injury or damage, costs or expenses, arising out of, resulting from, caused or contributed to by operations that are or were insured by:

- a.** A consolidated (wrap-up) insurance program; or
 - b.** Any other similar rating plan;
- that has or is being provided for any construction project in which you are or were involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program or similar rating plan:

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

Policy Number: UX000001384-01

UX 00 12 07 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WAR

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any injury or damage, however caused, arising, directly or indirectly, out of:

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

Policy Number: UX000001384-01

UX 00 26 10 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNINSURED/UNDERINSURED MOTORIST

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any injury or damage, liability, or obligation of the insured arising out of the following auto coverages:

1. Uninsured or underinsured motorists' coverage;
2. No-fault coverage;
3. Personal injury protection or auto medical payments coverage; or
4. First party physical damage coverage.

Policy Number: UX000001384-01

UX 10 09 06 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION –
FOLLOW-FORM POLLUTION**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to:

- (1)** Injury or damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
 - (b)** Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that the applicable “controlling underlying insurance” for the pollution liability risks described in Paragraphs **(1)** and **(2)** above exist or would have existed but for the exhaustion of the limit of such “controlling underlying insurance” for injury or damage.

Definitions:

If not defined in the “controlling underlying insurance”, the following definition shall apply: "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Policy Number: UX000001384-01

UX 47 12 07 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION - ERISA

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to any obligation of the "insured" under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

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UX 47 93 06 23

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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 insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

Liability, injury or damage of any kind, including costs or expenses, arising out of, resulting from, caused or contributed by a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US 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
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological 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 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or **(2)** Outside of the United States in the case of:

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

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

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

2. "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.

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

Policy Number: UX000001384-01

UX 51 26 06 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **Section I, Paragraph 3. Exclusions:**

3. Exclusions

This insurance does not apply to:

Communicable Disease

Injury or damage arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege 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.

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UX 51 31 06 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

SCHEDULE

“Controlling Underlying Insurance”

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

A. The following is added to Paragraph 3. Exclusions of SECTION I – EXCESS LIABILITY COVERAGE:

Insurance provided under this Coverage Part does not apply to:

Cyber Incident

Injury or damage, costs and expenses, either directly or indirectly because of, caused by or arising out of:

1. Any:
 - a. Unauthorized, access to, acquisition, use, collection, copying, processing, storage, dissemination, publication or disclosure of;
 - b. Theft, alteration, misuse, loss, misappropriation, disruption of, or damage to; or
 - c. Failure to provide access to, remove, rectify, destroy, protect or secure, including, but not limited to, failure to encrypt;

any person’s or organization’s “confidential information”, whether it is “electronic data” or in any other form or media.
2. The loss of, loss of use of, corruption or impairment of, damage to, disruption or destruction of, or inability to access, alter or manipulate “electronic data”.
3. Any of the following:
 - a. Denial of service attack on;
 - b. Misappropriation, diversion, loss or misuse of;
 - c. Denial of access to or service of, interruption of service, degradation, loss of use, alteration, failure, destruction, corruption, impairment of

any “computer system”, including any insured’s or other person’s or organization’s “computer system”.
4. Malicious code, virus or any other harmful code that:
 - a. Is directed at, enacted upon or introduced into “electronic data” or any “computer system”; or
 - b. Is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use, prevent or restrict access to, or otherwise disrupt the normal functioning or operation of “electronic data” or any “computer system”.
5. Transfer, payment or delivery of money or any form of currency, including virtual currency, in response to a fraudulent instruction or demand.
6. Demand for a ransom payment (in money, or any form of currency, including virtual currency, or property or services), made in connection with the actual or threatened perpetuation of that which is described in paragraphs 1. through 5. above.



Such injury or damage, costs or expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage, costs or expenses.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, payment card replacement costs, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or other arising out of that which is described in paragraphs 1. through 6. above.

This exclusion applies to any liability, injury or damage, costs or expenses either directly or indirectly because of, caused by or arising out of any failure (including, but not limited to, failure to timely or properly act) to notify of, disclose, prepare for, respond to, protect against, remediate, mitigate or comply with any statutory, regulatory, contractual, common law or other legal obligation relating to that described in paragraphs 1. through 6. above.

This exclusion applies regardless of culpability or intent, or of whether the claim alleges negligence or other wrongdoing, in whole or in part, arising out of hiring, placing, managing, supervising, employing, training or monitoring of others, or the maintenance or security of any premises.

If there is any duty or obligation to defend or pay for a defense in the policy to which this endorsement is attached, the duty or obligation will not apply to any claim, suit or proceeding that alleges or is, directly or indirectly, in whole or in part, caused by, resulting from or relating to any of the above.

However, this exclusion does not apply to coverage for injury or damage, costs or expenses provided under any "controlling underlying insurance" listed in the Schedule above.

B. With respect to this endorsement, the following definitions are added under SECTION IV – DEFINITIONS:

1. "Computer system" means:

a. Any computer hardware, including but not limited to:

- (1) Computers;**
- (2) Transportable, mobile or handheld devices;**
- (3) Data storage and data processing devices;**
- (4) Networking equipment and backup facilities, including cloud computing devices and facilities;**
- (5) Associated input and output devices (including, but not limited to, wireless and mobile devices);**
- (6) Any related peripheral components; or**
- (7) Communication networks, connected to or used in connection with such computers, equipment, facilities or devices.**

b. Firmware and electronic instructions that direct the operation and function of a computer or devices connected to it, which enables the computer or devices to receive, process, store or send "electronic data".

2. "Confidential information" means nonpublic information, confidential information, personal information or personal data, including, but not limited to:

- a. Non-public information about a person that allows such person to be uniquely and reliably identified or allows access to the person's financial account or medical records information.**
- b. Patents, trade secrets, processing methods, customer or customer-related information (including, but not limited to, customer lists); or**
- c. Business plans or records, financial information, personally identifiable information, credit or payment card information (including, but not limited to, credit, debit or stored value cards), medical or health information or any type or combination of types of the foregoing.**

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

Policy Number: UX000001384-01

UX 51 36 06 23

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph 3. Exclusions of SECTION I – EXCESS LIABILITY COVERAGE:

3. Exclusions

Insurance provided under this Coverage Part does not apply to:

PFAS

- a.** Injury or damage arising out of, in whole or in part, the actual, alleged, threatened, or suspected inhalation, ingestion, absorption, discharge, dispersal, handling, manufacture, distribution, transport, replacement, migration, seepage, sale, release or escape of, contact with, exposure to, existence of, or presence of any “PFAS”;
- b.** Any loss, cost, or expense arising out of, in whole or part, any:
 - (1)** Request, demand, order, or statutory or regulatory requirement that any insured or others investigate, abate, test for, monitor, clean up, remove, contain, study, remediate, dispose, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any “PFAS”; or
 - (2)** Claim, demand, or suit by or on behalf of a governmental authority or any other person or organization because of investigating, abating, testing for, monitoring, cleaning up, removing, containing, studying, remediating, disposing of, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any “PFAS”.

B. The following definition is added to SECTION IV-DEFINITIONS:

“PFAS” means any perfluoroalkyl or polyfluoroalkyl substances, including but not limited to:

- 1.** Any perfluoroalkyl and polyfluoroalkyl substances, perfluoroalkyl acids, perfluorooctanoic acids, perfluorooctane sulfonic acids, perfluoroalkane, perfluorononanoic acids, hexafluoropropylene oxide dimer acids, perfluorobutanesulfonic acids, perfluorohexane sulfonic acids, sulfonamides, perfluoroalkyl ether carboxylic acids, fluorotelomer substances, and perfluoroalkane sulfonamide substances; or
- 2.** Any polymers, oligomer, monomer, nonpolymer chemicals, fluorinated polymers, fluoropolymers, side-chain fluorinated polymers, and perfluoropolyethers.

including associated homologues, isomers, telomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

- 3.** Any good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains anything described in paragraphs **B.1.** or **B.2.**

All other terms and conditions of the Policy remain unchanged.

Policy Number: UX000001384-01

UX 51 40 04 24

Effective Date: 01/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BIOMETRIC INFORMATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph 3. Exclusions of SECTION I – EXCESS LIABILITY COVERAGE:

3. Exclusions

Insurance provided under this Coverage Part does not apply to:

Biometric Information

“Bodily Injury”, “Property Damage”, or “Personal and Advertising Injury” based upon damages, costs, and expenses, either directly or indirectly because of, caused by or arising out of:

- a. the actual, or alleged collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any “Biometric identifier” or “Biometric information”, or failure to obtain consent for any of the foregoing; or
- b. a claim, “suit” or proceeding involving an actual or alleged invasion of privacy or violation of a right to privacy and a “Biometric identifier” or “Biometric information”; or
- c. an actual or alleged violation of any privacy law, including the Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), EU General Data Protection Regulation (GDPR) or any other similar law, ordinance, regulation, or statute anywhere in the world that governs or relates to the collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any “Biometric identifier” or “Biometric information” or obtaining consent for any of the foregoing.

The exclusions above apply regardless of any insured’s culpability or intent and regardless of whether the claim, “suit”, proceeding or allegation against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by any insured.

B. The following definitions are added to the SECTION IV- DEFINITIONS:

“Biometric identifier” means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified. Without limiting the foregoing, “biometric identifier” includes but is not limited to the following: (a) retina or iris scan; (b) fingerprint; (c) voiceprint; (d) DNA; (e) finger, hand, or palm scan; (f) scan of hand or face geometry; (g) vein patterns; (h) voice recordings; (i) keystroke patterns or rhythms; (j) gait patterns or rhythms; (k) sleep, health, or exercise data that contain identifying information; or (l) any other biometric algorithm or measurement of (a) through (k) or any other physical, genetic, physiological, biological or behavioral characteristic or attribute which allows an individual to be identified.

“Biometric information” means any information, regardless of how it is captured, converted, stored, or shared, that is based on, or includes, any “biometric identifiers”.

All other terms and conditions of the Policy remain unchanged.

Policy Number: UX000001384-01

EX 51 05 08 21

Effective Date: 01/01/2025

SERVICE OF SUIT - CALIFORNIA

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

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

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