

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this ____ day of _____ 2025, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and TERRAPHASE ENGINEERING INC., a California S corporation, whose address is 1400 Franklin Street, Suite 600, Oakland, CA 94612, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On September 20, 2023, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$200,000, for environmental support services pertaining to the Clement Avenue/Tilden Way project.

B. Whereas, the City Council authorized the City Manager to execute this Amendment on _____.

C. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

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-1 as requested. The Provider acknowledges that the work plan included in Exhibit A-1 is tentative and does not commit the City to request Provider to perform all tasks included therein.

2. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A-1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A-1.

b. Provider shall be compensated for the services performed in accordance with the original contract consistent with the terms of the Agreement. Additionally, Provider shall be compensated for the First Amendment, covering services performed during the period between June 3, 2025 and June 30, 2027, at the hourly rates set forth in Exhibit A-1 of the First Amendment. Compensation for services performed pursuant to the First Amendment shall not exceed \$305,000 including contingencies. Total Compensation for this Agreement shall not exceed \$505,000 including contingencies.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

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

TERRAPHASE ENGINEERING, INC.
A California S Corporation



William Carson, P.E.
President William
Carson

Digitally signed by
William Carson
Date: 2025.04.29
14:19:20 -07'00'

CITY OF ALAMEDA
A Municipal Corporation

Jennifer Ott
City Manager



Andrew Romolo, PG
Vice President

RECOMMENDED FOR APPROVAL:

Signed by:



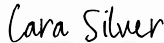
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Allen Tai

Director, Planning, Building and
Transportation Department

APPROVED AS TO FORM:
City Attorney

Signed by:



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Cara Silver

Special Counsel



CERTIFICATE OF LIABILITY INSURANCE

TERRENG-02

MLACYMCCLINTOCK

DATE (MM/DD/YYYY)

10/8/2024

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 # 0C36861 Seattle-Alliant Insurance Services, Inc. 401 Union Street, 31st Floor Seattle, WA 98101	CONTACT NAME: Melanie Kelly PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: Melanie.Kelly@alliant.com	
INSURED Terraphase Engineering, Inc. 1300 Clay Street, Suite 1000 Oakland, CA 94612	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Crum & Forster Specialty Insurance Company	
	INSURER B : Continental Insurance Company	
	INSURER C : Aspen Specialty Insurance Company	
	INSURER D : National Fire Insurance Company of Hartford	
	INSURER E :	
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	COMMERCIAL GENERAL LIABILITY <input checked="" 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	X	EPK-149149	10/4/2024	10/4/2025	EACH OCCURRENCE \$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 10,000,000
							GENERAL AGGREGATE \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:	X	X	7063362068	10/4/2024	10/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	EX00UFY24	10/4/2024	10/4/2025	EACH OCCURRENCE \$ 6,000,000
							AGGREGATE \$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	X	10/4/2024	10/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ 1,000,000
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liab/Pollution			EPK-149149	10/4/2024	10/4/2025	Each Claim/Each Occ 5,000,000
A	Prof Liab/Pollution			EPK-149149	10/4/2024	10/4/2025	Prof Liab/Pollution 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Other States Workers Compensation Policy #7040301196 | 10.4.24 - 10.4.25 | National Fire Insurance of Hartford | Employers Liability Limits: \$1m/\$1m/\$1m | Statutory Coverage Applies

CERTIFICATE HOLDER

CANCELLATION

City of Alameda 2263 Santa Clara Ave 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 



Certificate Disclaimer

Alliant Insurance has recently updated their Certificate of Liability procedures to minimize unnecessary errors and to help clients and certificate holders understand the limitations and provisions outlined in their insurance policies. We will do so by adhering to the recommendations found in the recent Acord form manual and by staying compliant with state statute WAC 284-30-355 and (ORS)744.074(1)(e). Alliant aims to ensure clarity and accuracy in coverage interpretation while also protecting the interests of its clients and certificate holders.

While we can still add specific details such as job numbers, contract names, event dates, or specific locations on certificates, it's crucial to note that Alliant cannot bind our insurers to anything beyond what is specified in the endorsement. If the Additional Insured box is checked, individuals can refer to the Additional Insured endorsement attached to their certificate for detailed coverage information.

Ultimately, coverage is determined by the policy, its terms, and individual endorsements, and as established by the contract between the Named Insured and the Additional Insured. If there are any further inquiries or requests for clarification, please do not hesitate to reach out to us for further assistance.

Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: 7 40301196

Policy Effective Date: 10/04/2023

Policy Page: 100 of 165



Workers Compensation And Employers Liability Insurance Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: 7 40301201

Policy Effective Date: 10/04/2023

Policy Page: 35 of 51

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

- A.** The following is added to the **Other Insurance** Condition in the BUSINESS AUTO COVERAGE FORM and the **Other Insurance - Primary And Excess Insurance Provisions** in the MOTOR CARRIER COVERAGE FORM and supersedes any provision to the contrary:

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

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

- B.** The following is added to the **Other Insurance** Condition in the AUTO DEALERS COVERAGE FORM and supersedes any provision to the contrary:

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

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

Form No: CA 04 49 11 16

Endorsement Effective Date:

Endorsement No: 8; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

Policy Page: 59 of 142

**Business Auto Policy
Policy Endorsement****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: TERRAPHASE ENGINEERING, INC

Endorsement Effective Date: 10/04/2023

SCHEDULE**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

Policy Page: 58 of 142


EXTENDED COVERAGE ENDORSEMENT - BA PLUS
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE
A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 26; Page: 1 of 5

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

Policy Page: 116 of 142



Business Auto Policy Policy Endorsement

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **SECTION III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an **insured**; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.

- 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered **auto**; or,
- (b) 15 days.

- 2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or,
- (b) \$25 per day subject to a maximum of \$375.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 26; Page: 2 of 5

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

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**Business Auto Policy
Policy Endorsement**

3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per **accident**.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

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Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

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Business Auto Policy Policy Endorsement

- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III**:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
 - a. An **auto** owned by that **executive officer** or a member of that person's household; or
 - b. An **auto** used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

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Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

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**Business Auto Policy
Policy Endorsement**

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

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Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7063362068

Policy Effective Date: 10/04/2023

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Policy Number: EPK-145420

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

In consideration of the premium charged and solely with respect to the coverage parts shown above, it is hereby agreed that the **Common Provisions**, Section **VI – Common Conditions** is amended by the addition of the following:

Limited Notice Of Cancellation

In the event that we cancel this Policy for any reason other than non-payment of premium and;

- a. The effective date of cancellation is prior to the expiration date of this Policy; and
- b. You are under an existing written contractual obligation to notify a certificate holder when this Policy is canceled and have provided to us, either directly or through your broker of record, the email address of a contact at each such certificate holder; and
- c. We received this information after you received notice of cancellation of this Policy and prior to the effective date of cancellation, via an electronic spreadsheet that is acceptable to us,

We will provide notice of cancellation via email to each such certificate holder within thirty (30) days of your providing such information to us. Proof of our emailing the notice of cancellation, using the information provided by you, will serve as evidence that we have satisfied our obligations under this condition.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ENVIRONMENTAL EXCESS LIABILITY POLICY

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 stated in Item 1. of the Declarations. The term Insured means any person or organization qualifying as an insured in the "controlling underlying insurance". The words "we", "us" and "our" refer to the Company stated on the Declarations providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION III DEFINITIONS** and other provisions of this policy for such meanings.

I. INSURING AGREEMENT

We will pay on behalf of the Insured the "ultimate net loss":

1. In excess of all "underlying insurance",
2. Provided the injury or offense takes place during the Policy Period of this policy, and
3. Only after all "underlying insurance" has been exhausted by the payments of the limits of such insurance for losses arising out of "occurrences", "pollution conditions" or "wrongful acts" insured by all of the policies designated in the Declarations as "underlying insurance".

If any "underlying insurance" does not pay a loss for reasons other than the exhaustion of an aggregate limit of insurance, then we shall not pay such loss.

We have no obligation under this insurance with respect to any claim or suit settled without our consent.

The amount we pay is limited as described in **SECTION IV. LIMIT OF LIABILITY**.

If we are prevented by law from paying on behalf of the Insured for coverage provided under this insurance, then we will indemnify the Insured.

The Agreements, Definitions, Terms, Conditions, and Exclusions of the "controlling underlying insurance" scheduled in Item 5. of the Declarations, in effect at the inception date of this policy, apply to this coverage unless:

1. They are inconsistent with provisions of this policy; or
2. There are provisions in this policy for which a similar provision is not contained in the "controlling underlying insurance"; or
3. They relate to premium, subrogation, any obligation to defend, the payment of expenses, Limits of Insurance, cancellation or any renewal agreement.

With respect to the exceptions described in 1., 2. or 3. above, the provisions of this policy will apply.

II. DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS

A. DEFENSE PROVISIONS

We shall not be called upon to assume charge of the investigation, settlement or defense of any claim made or suit brought against the Insured, but we shall have the right and be given the opportunity to be associated in the defense and trial of any claims or suits relative to any "occurrence", "pollution condition" or "wrongful act" which, in our opinion, may create liability on the part of us under the terms of this policy.

If we assume such right and opportunity, we shall not be obligated to defend any suit after the

applicable limits of this policy have been exhausted by payment of the “ultimate net loss”.

B. SUPPLEMENTAL PAYMENTS

The only supplemental payments and expense that we shall pay under this policy are as follows:

1. All expenses incurred by us and solely at our discretion;
2. All interest on that part of any judgment which accrues after entry of the judgment and before we have paid, offered to pay, or deposited into court that part of the judgment, payable under this policy, which does not exceed the Limits of Insurance, and to which this policy applies;
3. If all “underlying insurance” pays pre-judgment interest, then we will pay related pre-judgment interest awarded against the Insured on the part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION

Defense provisions and supplemental payments are subject to all of the foregoing and:

1. If defense and/or supplemental payment expenses are included within the limit of insurance of any “underlying insurance”, then any such expense payment we make shall reduce the Limits of Insurance of this policy.
2. If none of the policies of “underlying insurance” includes defense and/or supplemental payment expenses within the limit of insurance of the “underlying insurance”, then any such expense payment we make shall not reduce the Limits of Insurance of this policy.

III. DEFINITIONS

- A. “Controlling underlying insurance” means the policy or policies of insurance as stated in Item 5. of the Declarations.
- B. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- C. “Pollution condition” means the discharge, dispersal, seepage, migration, release, escape, presence or movement of “pollutants”. Two or more “pollution conditions” arising out of the same or related acts of discharge, dispersal, seepage, migration, release, escape or movement of “pollutants” shall be deemed to be a single “pollution condition”.
- D. “Ultimate net loss” means the amount of the principal sum, award or verdict actually paid or payable in cash in the settlement or satisfaction of claims for which the insured is liable, either by adjudication or compromise with the written consent of us, after making proper deduction for all recoveries and salvages.

Defense and supplemental expense payments shall be included within the “ultimate net loss”, provided that such expense payments are included within the agreements, terms, conditions, and limits of insurance of any “underlying insurance” in accordance with **SECTION II., Paragraph C. DEFENSE AND SUPPLEMENTAL PAYMENTS CONDITION.**

- E. “Underlying insurance” means the policy or policies of insurance as described in Item 5. of the Declarations, including “controlling underlying insurance”.
- F. “Wrongful act” means an act, error or omission in the rendering or failure to render “professional services” by any insured covered under an underlying Errors and Omissions policy.

IV. LIMIT OF LIABILITY

The Limit of Liability stated in the Declarations as applicable to Each Occurrence shall be the total limit of our liability for all loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act". If a deductible amount is stated in Item 4. of the Declarations, our liability for loss sustained as the result of any one "occurrence", "pollution condition" or "wrongful act" shall be limited to amounts in excess of that deductible.

The Limit of Liability stated in the Declarations as "aggregate" shall be the total limit of our liability for all losses sustained during each annual period of this policy except for losses covered in the "underlying insurance" to which no underlying aggregate limit applies and for which any "underlying insurance" provides coverage that is subject to an aggregate limit.

This policy shall apply in excess of the "underlying insurance" limits shown in the Declarations. However, if the "underlying insurance" limit has been reduced or exhausted solely by reason of losses paid thereunder arising out of "occurrences", "pollution conditions" or "wrongful acts" which take place during the policy period of this policy, then this policy shall:

1. In the event of reduction, pay the excess of the reduced underlying limit;
2. In the event of exhaustion, continue in force as "underlying insurance".

However, when 1. or 2. above apply, we will not pay that portion of a loss that is within the underlying limits of insurance which you have agreed to fund by self-insurance or means other than insurance.

The Limit of Liability of this policy shall apply to the entire policy period and will not reinstate annually if the policy period is greater than twelve months. If the Policy Period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

V. EXCLUSIONS

This insurance does not apply to:

A. ASBESTOS AND LEAD

Any liability arising out of or in any way related to:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. The actual, alleged, or threatened exposure to lead or any substance containing lead.

This policy does not apply to Economic Loss, Diminution of Property, Abatement Costs, or any other loss, cost, or expense including Equitable Relief, in any way or to any extent arising out of or involving:

1. Asbestos, asbestos fibers or any product containing asbestos, or asbestos fibers; or
2. Lead or any substance containing lead.

This policy provides no coverage for any fees, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving:

1. Asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers; or
2. Lead or any substance containing lead.

As used in this exclusion:

Abatement Costs means any actual or potential damages, costs, fees, or expenses, including

the costs of inspection, removal, or replacement.

Diminution of Property means the diminishing or lessening in value of property.

Economic Loss means any actual or potential damages, costs, fees, expenses, or lost profits arising out of or involving the manufacture or utilization of a good or product.

Equitable Relief means any remedy of relief, including restitution or injunctive relief, sought in a court with equitable powers.

B. POLLUTION

1. Any liability arising directly or indirectly out of 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 or order that you 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 effect of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

C. CONTROLLING UNDERLYING INSURANCE

Any liability excluded by "controlling underlying insurance".

D. NUCLEAR ENERGY

1. Under any Liability Coverage to injury, sickness, disease, death or destruction.
 - a. 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 or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear facility by any person or organization.
3. Under any Liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - a. The nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of an Insured or (2) has been discharged or dispersed there from;
 - b. 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

- c. The injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with 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 (c) applies only to injury to or destruction of property at such nuclear facility.

4. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear 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 (1) 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 (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facilities under paragraph (a) or (b) thereof;

"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 operation;

"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;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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

E. E.R.I.S.A

Any obligation or liability for which the Insured or any of its insurers may be held liable under the Employees' Retirement Income Security Act of 1974 (E.R.I.S.A.), and any amendments thereto or any similar federal, state, local, or foreign law.

F. PUNITIVE OR EXEMPLARY DAMAGES

Punitive or exemplary damages, fines or penalties.

G. COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

Liability arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to Insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph **a.** above
- due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times, including the year 2000 and beyond.
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by the Insured or for the Insured to determine, rectify or test for, any potential or actual problems described in paragraph **1.** above.

H. INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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

VI. CONDITIONS

A. APPEALS

If you or any of your underlying insurers elect not to appeal a judgment in excess of the limits of liability afforded by the “underlying insurance”, we may elect to appeal. Our Limits of Insurance shall not be increased because of the appeal, except that we will make the appeal at our cost and expense.

B. ASSIGNMENT

Your interest in this policy may not be transferred to another, except by an endorsement issued by us which gives our consent. If you are bankrupt or insolvent or if you die, this policy shall cover your legal representative(s), but only while acting within the scope of their duties as such.

C. AUDIT OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during this policy period and within three (3) years after the final termination of this policy.

D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this policy.

E. BANKRUPTCY OR INSOLVENCY OF UNDERLYING INSURER

For all purposes of this policy, if any “underlying insurance” is not available or collectible

because of:

1. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or
2. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply as if "underlying insurance" were available and collectible.

F. CANCELLATION OR NON-RENEWAL

1. The First Named Insured, as stated in Item 1. of the Declarations, may cancel this policy by mailing or delivering to us this policy or written notice of cancellation, stating when thereafter the cancellation is to be effective.
2. We may cancel or non-renew this policy by mailing or delivering to the First Named Insured written notice at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of Premium as stated in Item 6. of the Declarations; or
 - b. 20 days before the effective date of cancellation or non-renewal, if we cancel for any other reason, or non-renew.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and will be effective for all Insureds. The Policy Period will end on that date.
5. If this policy is canceled, we will send the First Named Insured any Premium refund due. If we cancel, return Premium will be pro rata, subject to a minimum premium earned by us of 25% of the Premium stated in Item 6. of the Declarations. If cancellation is at the request of the First Named Insured, return Premium will be computed at 90% of pro rata unless prohibited by law or statute. Any cancellation by the First Named Insured is subject to the Minimum Earned Premium stated in Item 6. of the Declarations.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. CHANGES

This policy (including the Declarations and any schedules and endorsements attached) contains all the agreements between you and us concerning this insurance. You are authorized to make changes in the terms of this policy, with our consent.

This policy's terms and conditions can be amended or waived only by written endorsement issued by us and made a part of this policy.

H. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as possible of an "occurrence", "pollution condition" or "wrongful act" which may result in a claim or suit under this policy. To the extent possible notice should include:
 - a. How, when and where the "occurrence", "pollution condition" or "wrongful act" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence", "pollution condition" or "wrongful act".
2. If a claim is made or suit is brought against any Insured that is likely to involve this policy, you must see to it that we receive prompt written notice of the claim or suit.

3. You and any other involved Insured must:
 - a. Immediately send us copies of any demands, notices, summons, or legal papers received in connection with the claim or suit;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the claim or suit;
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any Insured because of injury or damage to which this policy may also apply;
4. You shall not make or authorize an admission of liability, attempt to settle, incur any expense, make any payment other than for first aid, or otherwise dispose of any claim or suit without our written consent.
5. You must see to it that we are notified promptly of any "occurrence", "pollution condition" or "wrongful act" which involves any of the following injuries or events:
 - a. Any brain damage;
 - b. Spinal cord injury with paralysis;
 - c. Severe burns resulting in disfigurement;
 - d. Amputations and/or multiple fractures;
 - e. Fatal injuries;
 - f. Permanent disabilities; sexual molestation and/or rape;
 - g. Massive internal injuries;
 - h. Any coverage issue which may trigger a reservation of rights or coverage declination; or
 - i. Any claim with an incurred exposure of \$250,000 or above.

You will also promptly advise us of the estimated amount of loss and of adjustment expenses in connection with each claim or loss and of any subsequent changes to those estimates.

I. INSPECTION AND SURVEYS

We have the right, but are not obligated, to:

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

Any inspections, surveys, reports or recommendations relate only to insurability and the Premiums to be charged. We do not:

1. Make safety inspections;
2. Undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
3. Warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating service or similar organization that makes insurance inspections, surveys, reports or recommendations.

J. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you;
2. Sue us, unless all of the terms of this policy have been fully complied with.

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

K. MAINTENANCE OF UNDERLYING INSURANCE

The policy or policies referred to in the Declarations and Schedule of "Underlying Insurance" or renewals or replacements thereof not more restrictive in coverage shall be maintained in full effect during this policy period, except for any reduction in the aggregate limits solely by payment of claims and/or claims expense.

If such "underlying insurance" is not maintained in full effect by you, if there is any material change in the coverage of any "underlying insurance", or if any limits of liability of "underlying insurance" are:

1. Less than as stated in the Schedule of "Underlying Insurance";
2. Unavailable to you due to bankruptcy or insolvency of an underlying insurer; or

then the insurance afforded by this policy shall apply in the same manner as if such "underlying insurance" and limits of liability had been in effect, available, so maintained unchanged and collectible.

L. OTHER INSURANCE

If other insurance (whether such insurance is stated to be primary, contributing, excess or contingent) collectable or not, is available to you covering a loss also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance.

However, if a written contract between you and an additional insured specifically requires that this insurance be primary, then this insurance will be primary to and noncontributing with other insurance maintained by the additional insured; however this primary and noncontributing coverage is limited to the amount of insurance required as specified in the contract.

M. PREMIUM

The First Named Insured is responsible for the payment of all Premiums. All other Insureds are contingently liable for payment of Premium if the First Named Insured fails to do so.

The Premium for this policy, as stated in Item 6. of the Declarations, is a flat Premium. It is not subject to an adjustment unless stated in the Declarations or an endorsement attached to this policy.

N. REPRESENTATIONS, FRAUD, OR CONCEALMENT

By accepting this policy, you agree that:

1. The statements in the Declarations, Schedule of "Underlying Insurance", and Application for this policy are accurate and complete;
2. Those statements are based upon representations you made to us;
3. This policy has been issued in reliance upon your representations; and

4. This policy is void in any case of fraud by you or if you intentionally conceal or misrepresent any material fact as it relates to this policy or any claim under this policy.

O. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, this policy applies:

1. As if each Insured were the only Insured;
2. Separately to each Insured against whom claim is made or suit brought.

P. SUBROGATION

In the event of any payment under this policy by us, we shall be subrogated to all of your rights of recovery against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after loss to prejudice such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the "ultimate net loss" to the extent of the actual payment. The expenses of all recovery proceedings shall be apportioned in the ratio of respective recoveries.

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the conditions of this policy.

However, if a written contract between you and an additional insured specifically requires it, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your work performed for that person or organization under such written contract, but only if the injury or damage does not result from the sole negligence of that person or organization.

Q. TITLES OR CAPTIONS OF POLICY PROVISIONS

The title or caption of the sections and paragraphs of this policy and any attached endorsements are solely for convenience or reference. They do not affect the provisions to which they relate.

R. SERVICE OF SUIT

It is agreed that service of process in any suit on this policy against us may be made upon the highest one in authority bearing the title of commissioner, director or superintendent of insurance of the state or commonwealth wherein this policy is delivered or issued. The one in authority bearing the title commissioner, director, or superintendent of insurance of the state or commonwealth where this policy is delivered is hereby authorized and directed to accept service of process on behalf of this Company in any such suit; provided such commissioner, director, or superintendent has a procedure for forwarding suits to insurance companies by registered or certified mail and agrees to abide by such procedure by mailing via certified mail all documents so served to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07960.

It is further agreed that the Insured shall, by registered mail, send to Crum and Forster Specialty Insurance Company, Attention: Claims, 305 Madison Avenue, Morristown, NJ 07962 a copy of all documents relating to the service of process and suit as the Insured has delivered to the highest one in authority of the insurance department of the state in which the suit has been instituted.



CRUM & FORSTER®
A FAIRFAX COMPANY

CRUM & FORSTER SPECIALTY INSURANCE COMPANY

305 Madison Avenue, Morristown NJ 07962

ENVIRONMENTAL EXCESS LIABILITY POLICY DECLARATIONS

POLICY NUMBER: EFX-123818	RENEWAL OF: EFX-121276	DATE ISSUED: 10/20/2023
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Item 1.	NAMED INSURED & ADDRESS: <i>Terraphase Engineering, Inc. 1300 Clay Street, Suite 1000, Oakland, CA 94612</i>		PRODUCER NAME & ADDRESS: <i>R-T Specialty, LLC 2465 Kuser Road, Suite 202 Hamilton, NJ 08690</i>	
	FORM OF BUSINESS: Corporation		PRODUCER CODE: 09492	
Item 2.	POLICY PERIOD:		10/04/2023 to 10/04/2024	
	12:01 a.m. Standard Time at the Named Insured's address stated above.			
Item 3.	LIMITS OF INSURANCE:		Each Occurrence Limit:	\$5,000,000
			Policy Aggregate Limit:	\$5,000,000
Item 4.	SELF-INSURED RETENTION:	Each Occurrence:	N/A	
Item 5.	SCHEDULED UNDERLYING INSURANCE: <i>See Form EN0152 – Schedule Of Underlying Insurance</i>			
Item 6.	Premium		Policy Premium:	
			TRIPRA Premium:	
			Total Policy Premium:	
			Minimum Earned Premium:	
			Minimum Policy Premium:	
Item 7.	FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY: <i>See Form EN0002 – Schedule Of Forms And Endorsements</i>			

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

This insurance is issued pursuant to the CA Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

Countersigned By:

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL EXCESS LIABILITY POLICY

SCHEDULE

Coverage: Commercial General Liability, Contractors Pollution Liability, Errors & Omissions Liability		
Insurance Carrier:	Crum & Forster Specialty Insurance Company	
Policy Number:	EPK-145420	
Policy Limits:	Per Occurrence Limit	\$10,000,000
	Aggregate Limit	\$10,000,000
Policy Period:	10/04/2023 - 10/04/2024	

Coverage: Automobile Liability		
Insurance Carrier:	Valley Forge Insurance Company	
Policy Number:	BUA 7063362068	
Policy Limits:	Combined Single Limit	\$1,000,000
Policy Period:	10/04/2023 - 10/04/2024	

Coverage: Employers Liability		
Insurance Carrier:	National Fire Insurance Company	
Policy Number:	WC 7 40301201	
Policy Limits:	Policy Limits	\$1,000,000
Policy Period:	10/04/2023 - 10/04/2024	

Coverage: Employers Liability		
Insurance Carrier:	National Fire Insurance Company	
Policy Number:	WC 7 40301196	
Policy Limits:	Policy Limits	\$1,000,000
Policy Period:	10/04/2023 - 10/04/2024	

All other terms, conditions and exclusions under the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number: EPK-14 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.
- This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number: EPK-14 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Policy Number: EPK-14 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” cause, in whole or in part, by:

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

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

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

This insurance does not apply to “bodily injury” or “property damage” occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: EPK-145420

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Section VI – Common Conditions, paragraph **17. Transfer Of Rights Of Recovery Against Others To Us** within the **Common Provisions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or “damages” arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Exhibit A-1

April 16, 2025

Gail Payne
Property Manager
City of Alameda
2263 Santa Clara Avenue
Alameda, California 94501

sent via email to gpayne@alamedaca.gov

Subject: Proposal – 2025 Remedial Action Implementation Support Activities

Dear Ms. Payne:

Terraphase Engineering Inc. (Terraphase) is pleased to submit this *Proposal for 2025 Remedial Action Implementation Support Activities* to the City of Alameda (City) for the property located on the northeastern corner of Broadway Avenue and Tilden Way in Alameda, California (Site), commonly referred to as the Tilden Way/Clement Avenue property in reference to a future intersection.

Terraphase has prepared this proposal to assist with the implementation of the Department of Toxic Substances Control (DTSC) Voluntary Cleanup Agreement (VCA). Terraphase understands that the proposed development for the Site includes a public walking/biking trail, dog park and roadway segment. A draft Remedial Action Work Plan (RAW) has been prepared and is pending approval by DTSC. The RAW includes the proposed remedial action objectives (RAOs) and recommended remedial approach, which is excavation and disposal of soil with lead and arsenic concentrations above the RAOs.

The scope of work provided below incorporates an assumed level of effort based on the history of the project and preliminary discussions with the DTSC from 2019 to present. This scope of work may need to be revised as the documents and associated assessments are fully defined in coordination with the DTSC.

Scope of Work

The scope of work for each of the proposed tasks is described below.

Task 1: Finalize Remedial Action Work Plan

Terraphase prepared and submitted a draft of the Remedial Action Work Plan (RAW) to the Department of Toxic Substances Control (DTSC). DTSC provided comments on the draft RAW in a letter dated January 29, 2025. This task includes attending a meeting with DTSC to discuss their comments on the RAW, preparing an updated draft of the RAW, and preparing a response-to-comment table.

Terraphase anticipates that this draft will be approved by the DTSC and will be finalized with only minor revisions thereafter.

April 16, 2025

Gail Payne

Proposal - 2025 Remedial Action Implementation Support Activities

Task 2: Community Air Monitoring Plan, Health and Safety Plan, and Specifications

Terraphase will prepare a Community Air Monitoring Plan (CAMP) for remedial excavation activities in accordance with DTSC guidelines. The CAMP will describe perimeter air monitoring parameters, equipment and action levels to be implemented during the remedial excavation. A draft of the CAMP will be submitted to DTSC and Terraphase will incorporate one round of comments prior to finalization.

Terraphase will prepare a health and safety plan (HASP) for the remedial excavation activities for submittal to DTSC. The HASP will cover anticipated hazards and mitigation measures and provide appropriate controls to minimize worker exposure to site contaminants of concern.

Terraphase will prepare specifications for the remedial excavation activities. The specifications will include requirements for implementation of the remedial excavation such as submittals, materials, and measurement and payment.

Task 3: Site Management Plan

Terraphase will prepare a site management plan (SMP) to describe requirements for site activities that may encounter remaining soil with elevated concentrations of COCs. The SMP will describe activities covered by the SMP, required procedures for notification, material handling and disposal, and monitoring. The draft SMP will be submitted to DTSC. Terraphase will incorporate one round of DTSC comments into the final draft.

Task 4: Pre-Excavation Waste Characterization Sampling

Terraphase will collect waste characterization samples prior to remedial excavation at locations where additional data is needed for waste profiling. At least one sample will be collected from each excavation area where concentrations detected during previous sampling exceeded ten times the Soluble Threshold Limit Concentration or twenty times the Toxicity Characteristic Leaching Procedure criteria. The samples will be analyzed for total lead and arsenic by United States Environmental Protection Agency (EPA) Method 6010 and for leachable lead and/or arsenic, as appropriate.

This scope of work assumes that up to ten samples will be collected.

Task 5: Oversight and Air Monitoring

Terraphase will provide oversight and air monitoring during remedial excavation. This includes two days of baseline monitoring and up to twelve days of oversight and monitoring during remedial excavation and offhaul. Monitoring and oversight includes a full-time onsite staff for each day of excavation and/or offhaul activities. Terraphase will procure the required equipment and sampling materials and will set up air monitors each day. Equipment will be configured with telemetry and alarms to monitor concentrations and data will be logged on the equipment. Terraphase will download and review data each day. Monitoring reports will be prepared monthly for submittal to DTSC in accordance with the CAMP. This scope of work assumes that two reports will be required.

At the request of the City, Terraphase can also provide air monitoring during soil-disturbing project activities following remedial excavation and offhaul. These activities would include grading and soil import or export. The monitoring scope would be the same as during remedial excavation. We have assumed this task would include an additional ten days of air monitoring and two reports.

Task 6: Implementation Support

Implementation support during remedial excavation includes submittal review and responding to contractor requests for information. Terraphase will review and provide feedback on the required submittals identified in the specifications. We will coordinate with the contractor on their schedule and planned activities and be responsive to questions or requests for information related to the requirements for the remedial excavation extents, material handling, and waste profiling and disposal.

Task 7: Post Re-Grading Sampling

As discussed in the RAW, Terraphase will collect samples from the upper two feet of soil after project grading is complete to represent post-grading conditions. This data will be used to update the human health risk assessment and confirm that the remedial action objectives have been met. Terraphase assumes that up to 40 samples will be collected for analysis of metals by EPA Method 6010. This work is anticipated to take two person-days in the field for sample collection and also includes time for planning, scheduling, analytical laboratory coordination, and data review. Terraphase will prepare a brief data transmittal memorandum to DTSC summarizing the sample results.

Task 8: Closeout Reporting

Terraphase will prepare a remedial action completion report (RACR) to document the completed remedial activities and post-project conditions. The draft RACR will include a description of remedial activities and associated monitoring. The draft RACR will also include the updated human health risk assessment as an appendix. The draft RACR will be submitted to DTSC and Terraphase will incorporate one round of DTSC comments into the final draft.

Task 9: Agency Interaction, Project Management, and Coordination

Throughout the duration of planning, implementation, and reporting for remedial excavation, Terraphase will continue to communicate with the City of Alameda project manager, DTSC, and the implementation contractor. The scope for this task includes internal and external progress meetings, status updates on deliverables and budgets, and general coordination and management activities.

Schedule

Terraphase understands that the City of Alameda aims to have remedial excavation completed prior to the end of 2025. We will continue to work on ongoing tasks with authorization from the City and will work closely with the City project manager and DTSC to facilitate timely submittal, review, and approval of required deliverables to meet the project deadlines.

April 16, 2025

Gail Payne

Proposal - 2025 Remedial Action Implementation Support Activities

Cost Estimate

Terraphase proposes to complete this work on a time and materials basis. Terraphase will not exceed this authorization without prior written approval of the client. The estimated cost for each task and the project total are summarized in the table below.

Table 1 Cost Summary by Task

Task	Estimated Cost
1 – Finalize Remedial Action Work Plan	\$11,800
2 – CAMP, HASP, and Specifications	\$12,700
3 – Site Management Plan	\$29,200
4 – Pre-Excavation Waste Characterization Sampling	\$14,300
5 – Oversight and Air Monitoring	\$112,400
6 – Implementation Support	\$7,200
7 – Post Re-Grading Sampling	\$22,100
8 – Closeout Reporting	\$30,900
9 – Agency Interaction, Project Management and Coordination	\$36,700
Total	\$277,300

Closing

Terraphase is grateful for the opportunity to offer our services on this important project. If you have any questions or comments regarding this submittal, please contact Andrew Romolo at (510) 645-1856 or Emily Mosen at (510) 645-1850, ext. 42.

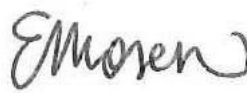
Sincerely,

for Terraphase Engineering Inc.



Andrew Romolo, PG

Vice President/Senior Principal Geologist



Emily Mosen, PG

Senior Associate Geologist

Attachment: 2025 Standard Schedule of Charges with 10% Discount and 10% ODC

Acceptance of Proposal

The cost, specifications, and conditions outlined herein are satisfactory and are hereby accepted. Terraphase is authorized to proceed with the work, as specified.

April 16, 2025
Gail Payne

Proposal - 2025 Remedial Action Implementation Support Activities

This proposal is hereby accepted by a duly authorized representative of the Client to whom it is addressed:

Signature: _____ *Date:* _____

Printed Name: _____

Title: _____



2025 Standard Schedule of Charges with 10% Discount/10% ODC

Labor Classification	Standard Hourly Rate	Hourly Rate with 10% Discount
Senior Principal	\$320	\$288.00
Principal Engineer/Scientist	\$301	\$270.90
Senior Associate Engineer/Scientist	\$282	\$253.80
Associate Engineer/Scientist	\$264	\$237.60
Senior Project Engineer/Scientist	\$247	\$222.30
Project Engineer/Scientist	\$230	\$207.00
Senior Staff 2 Engineer/Scientist	\$213	\$191.70
Senior Staff 1 Engineer/Scientist	\$193	\$173.70
Staff 2 Engineer/Scientist	\$171	\$153.90
Staff 1 Engineer/Scientist	\$149	\$134.10
Senior Technician	\$156	\$140.40
Technician 3	\$136	\$122.40
Technician 2	\$114	\$102.60
Technician 1	\$96	\$86.40
Senior Editor/Senior Project Coordinator	\$166	\$149.40
Editor 2/Project Coordinator 2/Accountant 2	\$147	\$132.30
Editor 1/Project Coordinator 1/Accountant 1	\$122	\$109.80
Administrator/Project Assistant/Billing Specialist	\$103	\$92.70

Labor Charges

Client acknowledges that labor is provided for design professional services only. All time will be recorded and charged to nearest 0.1 hour. Expert testimony at trials, hearings and depositions will be billed at 150% of the standard hourly rate. For each day when testimony is provided, a minimum of 8 hours will be billed. Preparatory time will be billed at standard rates.

Expenses

Subcontractor fees and other direct costs, such as air travel, project supplies and rental equipment, etc. will be itemized and billed at our cost plus a ten percent handling charge. Vehicle mileage when itemized is billed at the standard government rate in effect at the time of travel (www.gsa.gov/mileage).

Payment

Payment is to be made to Terraphase Engineering Inc. as follows:

Check Payments:	Wire/ACH Payments:
Terraphase Engineering Inc. P.O. Box 102399 Pasadena, CA 91189-2399	Terraphase Engineering Inc. JPMorgan Chase Bank Account Number 217693099 Routing Number 322271627

Payment is due within 30 days of receipt of invoice. A service charge of 1.5% per month or the allowable legal rate may be charged on amounts that are past due for more than 30 days.

Annual Escalation

Rates are subject to revision by annual calendar year escalation in January. Rates on invoices will reflect rates in effect at time of invoicing.