SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ___ day of July, 2026 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and **ENVIRONMENTAL LOGISTICS, INC.**, a California corporation, whose address is **3200 DEPOT ROAD, HAYWARD, CALIFORNIA 94545** ("**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: on-call collection and disposal of hazardous waste that City staff collects from the City's various public rights-of-way. City staff published a notice in the newspaper on May 8, 2026 and, after a submittal period of twenty days, received five timely submitted bids or proposals and selected the service provider that best meets the City's need for services.

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 on-call collection, transport and disposal of hazardous waste from the City of Alameda Maintenance Service Center Yard located at 1616 Fortmann Way, upon the terms and conditions herein.

E. Whereas, the City Council authorized the City Manager to execute this agreement on July 21, 2026.

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. <u>TERM</u>:

The term of this Agreement shall commence on the 22nd day of July 2026, and shall terminate on the 30th day of June 2031, unless terminated earlier as set forth herein.

2. <u>SERVICES TO BE PERFORMED</u>:

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

3. COMPENSATION TO PROVIDER:

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

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

FY 2026-2027 total compensation shall not exceed: $25,000

FY 2027-2028 total compensation shall not exceed: $25,750

FY 2028-2029 total compensation shall not exceed: $26,522.50

FY 2029-2030 total compensation shall not exceed: $27,318.18

FY 2030-2031 total compensation shall not exceed: $28,137.72

Total five-year compensation shall not exceed **$132,728.40**

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

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

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

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

10. INSURANCE:

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

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

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

JA
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.

(4) Pollution Prevention:

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

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 INSUREDS:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. APPROVAL OF SUB-PROVIDERS:

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

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

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

17. NOTICES:

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

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

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

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

City of Alameda
Public Works Department
950 W Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Mike Magaro
Ph: (510) 747-7900 / mmagsaro@alamedaca.gov

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

Environmental Logistics, Inc.
3200 Depot Road
Hayward, CA 94545
ATTENTION: Marcial Barragan
Ph: (510) 670-9901 / Email: mb@envlogs.com

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

City of Alameda
Public Works Department
950 W Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Andrea Sifuentes
Ph: (510) 747-7930 / asifuentes@alamedaca.gov

18. SAFETY:

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

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

19. TERMINATION:

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

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

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

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

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

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. PREVAILING WAGES:

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

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

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

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

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

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

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

28. REGISTRATION OF CONTRACTORS:

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

29. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

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

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

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

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

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

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

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

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

30. CAPTIONS:

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

31. COUNTERPARTS:

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

32. SIGNATORY:

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

33. CONTROLLING AGREEMENT:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ENVIRONMENTAL LOGISTICS INC.
a California corporation

James Goyich
President

James Goyich
Secretary

CITY OF ALAMEDA
a municipal corporation

Gerry Beaudin
City Manager

RECOMMENDED FOR APPROVAL

Signed by:
Erin Smith
325158B32737491...

Erin Smith
Public Works Department

APPROVED AS TO FORM:
City Attorney

Signed by:
Len Aslanian
5603710AC04544F...

Len Aslanian
Assistant City Attorney

EXHIBIT A

Scope of Services

The City of Alameda Department of Public Works is seeking a qualified contractor that will handle and ensure the safe transport and ultimate disposal of hazardous materials City staff collects from the City's various public rights-of-way. The objective is to ensure the contractor will support the City in managing the disposal of hazardous waste in full compliance with all applicable laws and industry standards.

The successful contractor ("Contractor") shall be responsible for the following

1. Contractor shall provide on-call packing, removal and disposal of hazardous waste materials from City sites. Hazardous waste materials can include, but are not limited to, the following:
    a. Lead, alkaline, vehicle batteries
    b. Electronic waste
    c. Fluorescent lamps and bulbs
    d. Various types of paint
    e. Various types of oils
    f. Various types of adhesives
    g. Various types of solvents
    h. Various types of combustible fuels
    i. Pressurized cylinders of various gases
    j. Fire extinguishers
    k. Mattresses
    l. Small and large appliances
    m. Household cleaners
    n. Herbicides and pesticides
    o. Unknown substances

2. Contractor shall load within fifteen (15) working days of request by the City any or all of the wastes stored at a City facility. Contractor shall immediately transport them to appropriate waste management facilities for reuse, recycling, treatment, or disposal until the waste is no longer classifiable as hazardous or until the waste reaches final disposition.

3. Contractor shall comply with, as well as maintain knowledge of any and all changes to, all applicable local, state and federal laws and regulations governing the safe clean-up (remediation), storage, collection, identification, handling, packaging, documentation, transport, transfer, and disposal of hazardous waste. Contractor shall also be responsible for all equipment required for the completion of such.

4. Contractor shall provide emergency-urgent response or technical services at the request of the City

5. Contractor shall provide a copy of all manifests and/or bills of lading to City personnel prior to transporting hazardous waste from the site. Manifests shall be written in compliance to all relevant industry standards and regulations.

6. The City shall be responsible for the disposal of solid waste that is considered non-hazardous.

ENVIRONMENTAL LOGISTICS

EXHIBIT B

3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	WASTE STREAM NAME	CONTAINER SIZE	PRICE
01	**RCRA Flammable Liquid(s)** 	5 Gal Lab Pack	$250.00
		5 Gal Bulk	$250.00
		15 Gal Lab Pack	$275.00
		15 Gal Bulk	$275.00
		30 Gal Lab Pack	$350.00
		30 Gal Bulk	$300.00
		55 Gal Lab Pack	$450.00
		55 Gal Bulk	$400.00
		55 Gal > 12 K btu <1% H2O <100 ppm Cl	$275.00
		55 Gal <12 K btu >10% H2O <1000 ppm Cl	$325.00
		55 Gal <8 K btu >10% H2O >1000 ppm Cl	$375.00
		85 Gal Bulk	$475.00
		Cubic Yard Box	$1,500.00
02	**RCRA Flammable Toxic Liquid**  	5 Gal Lab Pack	$250.00
		5 Gal Bulk Liquid	$250.00
		15 Gal Lab Pack	$250.00
		15 Gal Bulk Liquid	$250.00
		30 Gal Lab Pack	$350.00
		30 Gal Bulk Liquid	$300.00
		55 Gal Lab Pack	$450.00
		55 Gal Bulk Liquid	$325.00
		Cubic Yard Box	$1,500.00
03	**RCRA Flammable Solid(s)** 	5 Gal Lab Pack	$250.00
		15 Gal Lab Pack	$275.00
		30 Gal Lab Pack	$325.00
		55 Gal Lab Pack	$400.00
		Cubic Yard Box	$1,500.00
04	**RCRA Corrosive Flammable Liquids/ Solids**  	5 Gal Lab Pack	$250.00
		15 Gal Lab Pack	$ 300.00
		30 Gal Lab Pack	$400.00
		55 Gal Lab Pack	$450.00
		Cubic Yard Box Lab Pack	$1,575.00

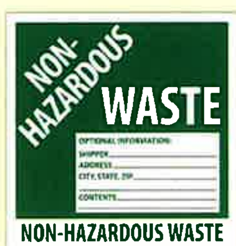
ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	WASTE STREAM NAME	CONTAINER SIZE	PRICE
05	Corrosive Liquids/ Solids 	5 Gal Lab Pack	$ 250.00
		15 Gal Lab Pack	$ 275.00
		15 Gal Bulk	$ 300.00
		30 Gal Lab Pack	$ 325.00
		30 Gal Bulk	$ 345.00
		55 Gal Lab Pack	$ 400.00
		55 Gal Bulk	$ 425.00
		275 gal Tote	$ 1,500.00
		Cubic Yard Box	$ 1,500.00
06	Corrosive Toxic Liquid/Solids 	5 Gal Lab Pack	$ 250.00
		15 Gal Lab Pack	$ 300.00
		30 Gal Lab Pack	$ 400.00
		55 Gal Lab Pack	$ 450.00
		Cubic Yard Box Lab Pack	$ 1,500.00
07	Reactive Liquids/Basics for incineration 	5 Gal Lab Pack	$ 425.00
		15 Gal Lab Pack	$ 450.00
		30 Gal Lab Pack	$ 550.00
		55 Gal Lab Pack	$ 750.00
08	Mercury Elemental/Compounds/Debris 	5 Gal	$ 475.00
		15 Gal	$ 575.00
		30 Gal	$ 1,100.00
		55 Gal Debris	$ 1,250.00
		55 Gal Elemental	$ 2,950.00
09	Class 9 Liquid(s)/Solid(s) 	5 Gal	$ 250.00
		15 Gal	$ 275.00
		30 Gal	$ 325.00
		55 Gal	$ 375.00
		Cubic Yard Box	$ 1,500.00
10	PCB's Ballast 	5 Gal	$ 275.00
		15 Gal	$ 325.00
		30 Gal	$ 425.00
		55 Gal	$ 525.00
11	Non PCB's Ballast / Capacitors 	5 Gal	$ 95.00
		15 Gal	$ 125.00
		30 Gal	$ 150.00
		55 Gal	$ 175.00
12	Class 9 Asbestos - Friable 	5 Gal	$ 100.00
		15 Gal	$ 150.00
		30 Gal	$ 195.00
		55 Gal	$ 250.00
		Cubic Yard Box	$ 450.00
		Bulk - CY Roll-off	$ 450.00

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	WASTE STREAM NAME	CONTAINER SIZE	PRICE
13	**Toxic Liquid / Solids** 	5 Gal	$225.00
		15 Gal	$300.00
		30 Gal	$400.00
		55 gal	$450.00
		275 gal Tote	$1,500.00
14	**Combustible Liquid** 	5 Gal	$150.00
		15 Gal	$175.00
		30 Gal	$200.00
		55 Gal	$225.00
		85 Gal	$275.00
		275 gal Tote	$675.00
15	**Gasoline-Water Mix** 	5 Gal	$225.00
		15 Gal	$250.00
		30 Gal	$300.00
		55 Gal	$325.00
		85 Gal	$450.00
		275 gal Tote	$1,500.00
16	**Oil Based Paint <3" sludge (Paint Related Material)** 	5 Gal Lab Pack	$225.00
		5 Gal Bulk	$225.00
		15 Gal Lab Pack	$250.00
		15 Gal Bulk	$250.00
		30 Gal Lab Pack	$275.00
		30 Gal Bulk	$275.00
		55 Gal Lab Pack	$425.00
		55 Gal Bulk	$425.00
		Cubic Yard Box	$500.00
17	**Latex Paint** 	5 Gal L/P	$100.00
		5 Gal	$100.00
		15 Gal L/P	$150.00
		15 Gal	$150.00
		30 Gal L/P	$175.00
		30 Gal	$175.00
		55 Gal L/P	$225.00
		55 Gal	$225.00
		Cubic Yard Box L/P	$495.00
		Pallet	$495.00
		Bulk 12 yd Bin Min.	$2,500.00
18	**Aerosols** 	5 Gal	$125.00
		15 Gal	$150.00
		30 Gal	$195.00
		55 Gal	$275.00
		Cubic Yard Box	$1,500.00

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

	WASTE STREAM NAME	CONTAINER SIZE	PRICE
19	**Miscellaneous Batteries**	Pound	$ 1.75
		5 Gal	($100 Min)
		15 Gal	($200 Min)
20	**Ni-Cad, NiMH Batteries**	Pound	$6.50
		5 Gal	($100 Min)
		15 Gal	($200 Min)
21	**Lithium-Ion Batteries**	Pound	$10.00
		5 Gal	($100 Min)
		15 Gal	($200 Min)
22	**Lead Acid Batteries**	5 Gal	$75.00
		15 Gal	$95.00
		30 Gal	$125.00
		55 Gal	$225.00
23	**Large Cell Lead Acid Batteries**	Each	$75.00
	Pallet	Pound	$1.75
	Cubic Yard Box	Pound	$1.75
	Car/ Marine Battery	Each	$35.00
24	**Alkaline, Zinc – Carbon Batteries**	5 Gal	$100.00
		15 Gal	$140.00
		30 Gal	$240.00
		55 Gal	$310.00
25	**Fluorescent Tubes**	Foot	$0.20
	Fluorescent Bulbs	Each	$1.50
	Flood Lamps	Each	$1.50
	U-Lamps, Circular Lamps	Each	$1.50
	Neon, Ultra-Violet Lamps	Each	$5.00
	High Pressure/ LP Sodium Vapor, Metal Halide, Mercury Vapor (HID's) Lamps	Each	$6.50
26	**E-Waste**	5 Gal	$75.00
		15 Gal	$100.00
		30 Gal	$125.00
		55 Gal	$175.00
		Cubic Yard Box	$375.00
		Pallet	$375.00
27	**Transformer (No Oil) (Price varies based on size)**	Each	$250.00
	Smoke Detectors	Each	$50.00
	Exit Signs	Each	$ 395 - $ 595
	Refrigerator Appliance	Each	$125.00
	Microwave/ Air Conditioner Appliance	Each	$125.00
	Fire Extinguisher(s)	Each	$35.00

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	WASTE STREAM NAME	CONTAINER SIZE	PRICE
28	Gas Cylinder Hazard Class 2.1	Large	$475.00
	Gas Cylinder Hazard Class 2.2	Small	$225.00
	Gas Cylinder Hazard Class 2.2	Medium	$275.00
	Gas Cylinder Hazard Class 2.2	Large	$475.00
	Poison Inhalation Hazard A-E	Small	$1,500.00
	Poison Inhalation Hazard A-E	Medium	$2,225.00
	Poison Inhalation Hazard A-E	Large	$3,750.00
29	Gas Cylinders Empty	Small	$20.00
	Gas Cylinders Empty	Medium	$100.00
	Gas Cylinders Empty	Large	$275.00
	Gas Cylinders (Quart Size)	Each	$50.00
	Gas Cylinders	Each	$100.00
	Gas Cylinders (2 ft)	Each	$225.00
	Gas Cylinders (5 ft)	Each	$275.00
30	Car/ Truck Tires (Tractor Tires Case by Case)	Each	$15-35
31	Dental Amalgam ($100 Min)	Pound	$15.00
	Pathological Waste	44 Gal	$275.00
	Biohazardous Waste	44 Gal	$250.00
32	Shavings/Metal Dust (Non-RCRA)	5 Gal	$100.00
		15 Gal	$135.00
		30 Gal	$150.00
		55 Gal	$195.00
33	Empty Containers (Disposal)	5 Gal	$10.00
		15 Gal	$25.00
		30 Gal	$35.00
		55 Gal	$50.00
		85 Gal	$65.00
	EXPLOSIVES		
34	Dipicrylamine	1-ounce	$ 775.00
	Hexanitrodipheneylamine	1-ounce	$775.00
	Picric Acid	1-ounce	$775.00
	Permit Fee	Permit Fee	$795.00
	Base Transport Fee	Base Transport Fee	$3,500.00
35	NON-RCRA Commodity / Lab Packs	5 Gal	$100.00
		15 Gal	$150.00
		30 Gal	$195.00
		55 Gal	$250.00
		85 Gal	$325.00
		Cubic Yard Box	$675.00

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	WASTE STREAM NAME	CONTAINER SIZE	PRICE
36	NON-RCRA LIQUID / SOLIDS	5 Gal	$125.00
		15 Gal	$150.00
		30 Gal	$195.00
		55 Gal	$250.00
		85 Gal	$325.00
		Tote	$675.00
		Cubic Yard Box	$675.00
37	Non RCRA Bulk Liquid (2500 gal Minimum)	Gal	$1.25
		Solid Surcharge - Gal	$3.00
38	Non RCRA Bulk Solid (15 Yards Minimum)	Yard / Ton (greater)	$135.00
39	Non Hazardous Waste Liquids / Solids	5 Gal	$75.00
		15 Gal	$100.00
		30 Gal	$125.00
		55 Gal	$175.00
		85 Gal	$225.00
		Tote	$525.00
		Cubic Yard Box	$525.00
40	Non Hazardous Bulk Liquid (2500 gal Minimum)	Gal	$1.05
		Solid Surcharge - Gal	$2.00
41	Non Hazardous Bulk Solid	Yard/Ton (greater)	$125.00
	Non Hazardous Bulk Solid Debris ($650 Min)	Yard/Ton (greater)	$125.00
42	Discrepancy	Profiled at Hazmat TSDF	CASE BY CASE
		Profiled for RCRA	CASE BY CASE
43	PCB Liquids - Lab Packs	5 Gal	$375.00
		15 Gal	$525.00
		30 Gal	$675.00
		55 Gal	$975.00
44	PCB Solids - Lab Packs	5 Gal	$375.00
		15 Gal	$525.00
		30 Gal	$675.00
		55 Gal	$975.00
	Poison Inhalation Hazards		
45	Zone A - E (or Treatment)	5 gal	$575.00
	Zone A - E (or Treatment)	15-Gal	$775.00
	Zone A - E (or Treatment)	30-Gal	$995.00
	Zone A - E (or Treatment)	55-Gal	$1,450.00
46	Radioactive Materials		CASE BY CASE
	No Treatment Required		CASE BY CASE
	Treatment Required		CASE BY CASE
	Other Consideration		CASE BY CASE
	Permit Fee		CASE BY CASE

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	PERSONNEL	UNIT	RATE
47	Health & Safety Officer	Hour	$250.00
	Certified Industrial Hygienist	Hour	$250.00
	Chemist/ Geologist	Hour	$200.00
	Emergency Response Coordinator	Hour	$250.00
	Hazmat Project Manager	Hour	$125.00
	Hazmat - Lead Technician	Hour	$90.00
	Hazmat - Driver	Hour	$75.00
	Hazmat - Technician	Hour	$70.00
	Technical Support	Hour	$80.00
	Field Administration Clerk	Hour	$80.00
	Heavy Duty Equipment Operator (yellow Iron)	Hour	$175.00
	Equipment Operator (Jetter / Guzzler)	Hour	$100.00
	Prevailing Wage (Additional Per Hour)	Hour	$50.00
	Per Diem - Lodging	Per Day, Per Man	$225.00
	Per Diem - Food	Per Day, Per Man	$55.00
ITEM	**TRUCKS, V.T, ROLL-OFFS & TRAILERS**	**UNIT**	**RATE**
48	Tractor W/ 120 bbl Iron Vacuum Tanker	Hour	$85.00
	Tractor W/ 120 bbl Iron Vacuum Tanker Washout	Hour	$500.00
	Tractor W/ 120 bbl Stainless Vacuum Tanker	Hour	$250.00
	Stainless Steel Tanker Washout (Chemicals)	Each	$1,250.00
	70 BBL Vacuum Truck	Hour	$70.00
	70 BBL Vacuum Truck Washout	Each	$400.00
	Mini Vacuum Tanker	Hour	$400.00
	Mini Vacuum Tanker Washout	Each	$350.00
	Solids >5% will be billed at $ 3.00/gal	Per Gal	$3.00
	Vactor / Guzzler	Hour	$250.00
	Vactor Support Vehicle	Hour	$95.00
	Vactor 6'X100' Flex Suction Hose Roll ($6.50 per Foot)	Each	$650.00
	Vactor Washout	Each	$750.00
	Vactor 100 Micron Filter Change-out	Each	$1,500.00
	Vactor Sewer Jetter	Hour	$275.00
	Vactor Sewer Jetter Washout	Each	$750.00
	Tractor W / Double Roll-off Trailer	Hour	$85.00
	Tractor Single Roll-off	Hour	$80.00
	Tractor W / Low Boy Trailer	Hour	$85.00
	Tractor W / 53' Dry Van Trailer W/Liftgate	Hour	$85.00
	Tractor W / 48' Dry Van Trailer W/Liftgate	Hour	$85.00
	Tractor w/ 48 Foot Flatbed Trailer	Hour	$85.00
	Bobtail 28 ft w/ Lift Gate	Hour	$85.00
	Box Truck 18 ft W/Liftgate	Hour	$65.00
	Emergency Response Unit	Hour	$200.00
	Project Manager Unit	Hour	$65.00
	Service/ Gear Pick-Up Truck	Hour	$115.00
	Chemical Transfer Trailer	Day	$2,500.00

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	EQUIPMENT / TRAILERS	UNIT	RATE
49	Excavator w/ Thumb 70 K	Hour	CASE BY CASE
	Excavator Mob & Demob	Each	CASE BY CASE
	Front Loader/ Backhoe 70 - 97 HP	Hour	$195.00
	Backhoe Mob & Demob	Each	CASE BY CASE
	Skidsteer/ Bobcat	Hour	$150.00
	Skidsteer Mob & Demob	Each	CASE BY CASE
	Forklift (4000 lb)	Day	$150.00
	ForkLift Mob & Demob	Each	CASE BY CASE
	500 Gal Water Buffalo Trailer	Day	$350.00
	Confined Space Gear Trailer	Day	$1,750.00
	5000psi Pressure Washer	Hour	$65.00
	Air Compressor 175 CFM Tow Behind Unit	Day	$500.00
	Traffic Control Equipment & Two Men Crew	8 Hour Day	$4,500.00

ITEM	CONTAINERS	UNIT	RATE
50	21K gallon Frac Tank (mob-demob not included)	Day	$75.00
	21K gallon Frac Tank - Berm	Day	$50.00
	8,400 gallon Mini Frac-Tank (mob-demob not included)	Day	$75.00
	8,400 gallon Mini Frac-Tank - Berm	Day	$50.00
	40 CY Roll-off Bin	Day	$30.00
	40 CY Roll-off Bin - Liner	Each	$125.00
	25 CY Roll-off Vacuum Bin	Day	$65.00
	25 CY Roll-off Vacuum Bin - Washout	Each	$750.00
	20 CY Roll-off Bin	Day	$25.00
	20 CY Roll-off Bin Liner	Each	$100.00
	8 CY Low Profile Roll-off Bin	Day	$65.00
	8 CY Low Profile Roll-off Bin Liner	Each	$75.00
	3 Cy Roll-off Bin	Day	$15.00
	3 Cy Roll-off Bin Liner	Each	$50.00
	1 CYD Box Kit	Each	$150.00
	Cubic Yard Box Liners	Each	$15.00
	275 Gallon IBC Tote Recon	Each	$195.00
	85 Gal Steel Overpack Recon	Each	$195.00
	85 Gal Poly Overpack Recon	Each	$225.00
	55 Gal Steel DOT Drum O/T and C/T Recon	Each	$110.00
	55 Gal Poly DOT Drum O/T & C/T Recon	Each	$130.00
	55 Gallon 17C PCB Drum O/T	Each	$175.00
	55 Gal Fiber Drum	Each	$125.00
	48 Gal Biohazard Tub	Each	$65.00
	30 Gal Steel DOT Drums O/T & C/T Recon	Each	$105.00
	30 Gal Poly DOT Drum O/T & C/T Recon	Each	$105.00
	15 Gal Steel DOT Drum O/T & C/T New	Each	$110.00
	15 Gal Poly DOT Drums O/T & C/T New	Each	$110.00
	5 Gal Poly w/ Screw Top Lid & 5 Gal Carboy	Each	$35.00
	8 Ft Light Tube Drum	Each	$125.00
	4 Ft Light Tube Drum	Each	$125.00

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	SMALL TOOLS	UNIT	RATE
51	Power Generator 8000 Watts	Day	$ 250.00
	Portable Light Stands	Day	$ 175.00
	Electric/ Commercial Fan	Day	$ 50.00
	Flood Light	Day	$ 45.00
	Rivet Buster	Day	$ 250.00
	Air Chisel	Day	$ 375.00
	Chainsaw	Day	$ 250.00
	Skill Saw	Day	$ 100.00
	Sawzall	Day	$ 100.00
	55 gal Drum Vacuum Wet/ Dry	Day	$ 250.00
	Mercury Hepa Vacuum	Day	$ 1,200.00
	Shop Wet or Dry Vacuum	Day	$ 50.00
	Electric Stinger Pump	Day	$ 150.00
	Diaphram Pump	Day	$ 175.00
	Lumex Mercury Meter	Day	$ 2,250.00
	Mercury Vapor Analyzer	Day	$ 500.00
	Radiation Detector	Day	$ 1,250.00
	Intrinsic Communication Radios	Day	$ 250.00
	Ladder	Day	$ 45.00
	Pallet Jack	Day	$ 25.00
	Drum Grabber/ Rotator	Day	$ 205.00
	Drum Dolly	Day	$ 25.00
	Bung Wrench	Day	$ 20.00
	Speed Wrench	Day	$ 20.00
	Squegees	Each	$ 38.00
	Scrapers	Each	$ 38.00
	Pickaxe	Each	$ 38.00
	Shovels	Each	$ 38.00
	Brooms	Each	$ 38.00
	Mops	Each	$ 25.00
	Mop Bucket	Each	$ 25.00
	30" High Pressure Surface Concrete Cleaner	Day	$ 300.00
ITEM	**ANALYTICAL TESTING SERVICES**	**UNIT**	**RATE**
52	SAMPLE JARS	Each	$ 10.00
	CAM 17 - Metals	Each	$ 250.00
	TPH	Each	$ 175.00
	PCBS	Each	$ 200.00
	PESTCIDES	Each	$ 275.00
	PFAS	Each	$ 325.00
	CYANIDE	Each	$ 150.00
	SVOCs	Each	$ 300.00
	SVOCs	Each	$ 300.00
	STLC	Each	$ 300.00
	TCLP	Each	$ 300.00

More testing options are available. Please call for a quote.

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	CONFINED SPACE & PPE	UNIT	RATE
53	Breathing Air Trailer	Day	$ 5,000.00
	Confined Space Equipment Trailer	Day	$ 1,500.00
	Breathing Air (224 Cubic Ft Cylinder)	Each	$ 250.00
	SCBA/Standby	Each	$ 125.00
	Decon Pool	Day	$ 125.00
	Portable Eye Wash Station	Day	$ 150.00
	LEL Meters	Day	$ 350.00
	Organic Vapor Analyzer, PID, HNU Meter	Day	$ 350.00
	Lock Out Tag Out	Day	$ 250.00
	Confined Space Entry Permit	Each (8Hrs)	$ 250.00
	Confined Space Entry Tripod	Day	$ 250.00
	Confined Space Extraction Tripod	Day	$ 375.00
	Confined Space Air Blower	Day	$ 250.00
	Safety Harness	Day	$ 50.00
	Confined Space Rescue Equipment	Day	$ 750.00
	Lifeline (100')	Day	$ 150.00
	Level A Personal Protective Equipment	Per Day, Per Man	$ 1,000.00
	Level B Personal Protective Equipment	Per Day, Per Man	$ 250.00
	Level C Personal Protective Equipment	Per Day, Per Man	$ 100.00
	Level D Personal Protective Equipment	Per Day, Per Man	$ 50.00
	Respirator Cartridges: Acid, Gas Mercury, Chlorine Etc.	Each	$ 90.00
	Saranex	Each	$ 250.00
	Tyvek (Yellow Poly)	Each	$ 75.00
	Tyvek (White)	Each	$ 50.00
	Dust Mask	Each	$ 7.50
	Black PVC Gloves	Each	$ 6.75
	Leather Gloves	Each	$ 7.50
	Latex Gloves	Box	$ 35.00
	Safety Glasses	Each	$ 12.50
	Ear Plugs	Each	$ 4.00
	Waders	Each	$ 150.00

ITEM	SPILL CONTROL	UNIT	RATE
54	8X10 Absorbent Boom	Each	$ 100.00
	5X10 Absorbent Boom	Each	$ 75.00
	Sorbent Oil Sheet 100/Bale	Each	$ 150.00
	Sorbent Acid Sheet 100/Bale	Each	$ 150.00
	Solid Absorb 4 cu.ft Bag	Each	$ 35.00
	Clay Absorbent	Each	$ 35.00
	Vermiculite	Each	$ 50.00
	Sandbags	Each	$ 20.00
	Rags/Bundle	Each	$ 125.00
	Caustic Soda, Lye (Sodium Hydroxide)	Each	$ 100.00
	Soda Ash (Sodium Carbonate) 50lb Bag	Each	$ 150.00
	10 lb Baking Soda (Sodium Bicarbonate)	Each	$ 45.00

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	SUPPLIES / CLEANERS	UNIT	RATE
55	Visqueen/ Plastic Sheeting Roll (100 ft)	Roll	$ 175.00
	Drum Liner Roll	Roll	$ 175.00
	Drum Liners	Each	$ 20.00
	Asbestos Liners	Each	$ 20.00
	Shrink Wrap Roll	Roll	$ 50.00
	Drum Lids	Each	$ 25.00
	Drum Ring & Bolt	Each	$ 25.00
	Bung Caps	Each	$ 5.00
	Hand Pump (Disposable)	Each	$ 50.00
	Rope 1/2" X 100' Poly Roll	Each	$ 75.00
	Hudson Sprayer	Each	$ 35.00
	Small Hand Sprayer	Each	$ 15.00
	Draeger Pump	Day	$ 65.00
	Draeger Tubes	Each	$ 10.00
	Coliwasa Tubes 9 ft	Each	$ 95.00
	Coliwasa Tube 6 ft	Each	$ 80.00
	Portable Spill Containment (55gal)	Day	$ 750.00
	Barricades/ Traffic Cones	Each, Per Day	$ 15.00
	Temporary Fence	Total	**Cost + 30%**
	Dry Ice	Lbs	$ 10.00
	Epoxy Plug Putty	Each	$ 25.00
	Caution Tape	Each	$ 50.00
	Duct Tape	Each	$ 15.00
	Haz Cat Kit	Day	$ 450.00
	PH Strips	Each	$ 25.00
	Adhesive Spray	Each	$ 15.00
	Cooking Oil	Gallon	$ 35.00
	Simple Green	Gallon	$ 50.00
	Dawn Soap	Gallon	$ 50.00
	Gold Crew P2	Gallon	$ 100.00
	Power Wash Cleaner/ Penetone	Gallon	$ 100.00
	F9 Barc Acid Stain Remover	Gallon	$ 100.00
	Vinegar	Gallon	$ 35.00
	Bleach	Gallon	$ 35.00
	Boric Acid	Each	$ 75.00
	Diesel	Gallon	$ 10.00
	Drinking Water (Case)	Each	$ 36.00
	Drinking Water (16 oz)	Each	$ 1.50

ENVIRONMENTAL LOGISTICS
3200 Depot Road, Hayward, CA 94545
P: 510.670.9901 – F: 510:670.9904

Customer: City Of Alameda
Public Works Department
950 West Mall Square, Room 110 Alameda, CA 94501
Attn: Mike Magaro Phone No. 510-747-7900

ITEM	FORM / DOCUMENTS	UNIT	RATE
56	Hazardous Waste Manifest	Each	$ 35.00
	Non-Hazardous Waste Manifest	Each	$ 15.00
	Bill of Lading	Each	$ 10.00
	Emergency Profile	Each	$ 250.00
	Hazardous Waste Yellow Label	Each	$ 5.00
	Non-Hazardous Waste Label	Each	$ 2.75
	Biohazardous Waste Label	Each	$ 2.50
	Misc Labels (Universal Waste, Excluded Recyclable Etc.)	Each	$ 2.50
	Chain of Custody	Each	$ 5.00
	Digital Report	Per Job	$ 250.00

ENVIRONMENTAL LOGISTICS

2026-2027
Emergency Response Rate Sheet

Toll Free: 888.641.3940
Fax: 909.546.1546

GENERATOR INFORMATION		
Customer Name	CITY OF ALAMEDA	Date
Site Address	PUBLIC WORKS DEPARTMENT	May 27, 2026
Billing Address	950 West Mall Square, Room 110 Alameda CA 94501	
Contact Name	Mike Magaro	
E-Mail Address	mmagsaro@alamedaca.gov	
Phone Number	510-747-7930	
Purchase Order #	On-Call Haz Waste Collection, Transport and Disposal	
Change Order #		
EPA-ID Number		

PERSONNEL

Item #	Description	Unit	Rate
GO	Geologist	Hour	275.00
CIH	Certified Industrial Hygienist	Hour	275.00
HSO	Health & Safety Officer	Hour	225.00
FC	Field Chemist	Hour	200.00
ERC	Emergency Response Coordinator	Hour	175.00
PM	Project Manager	Hour	150.00
LT	Lead Technician	Hour	125.00
EO	Equipment Operator	Hour	125.00
FT	Field Technician	Hour	85.00
DR	Commercial Driver	Hour	95.00
FAC	Field Administrator Clerk	Hour	100.00
CST	Confined Space Entry Technician	Hour	125.00
CSRT	Confined Space Rescue Technician	Hour	175.00
LPP	Lodging Per Person	Day	225.00
PDP	Perd Diem Per Person	Hour	50.00
PW	Prevailing Wage Additional Charge	Hour	45.00

Personnel and Vehicles

1) Four Hour Minimum applies to all personnel and vehicles.

2) 1.5 Times the normal labor rate applies between 4:30 PM and 8:00 AM Monday through Friday and all day Saturday or after 8 hours at normal rates.

3) 2.0 Times the normal labor rate applies on Sunday, Holidays, and Holiday weekends and after 4 Hours of overtime.

4) Per Diem Rates for normal subsistence only. Any unusual rates such as airfare, peak hotel rates will be billed at an additional cost plus 10%

5) Time charges begin with equipment and personnel mobilization activities and terminate at the conclusion of the services,
including transportation of equipment and personnel back to operation centers and any necessary demobilization activities.
All hourly rates will be charged Portal-to Portal from the location of personnel when dispatched.

6) 20% Environmental and Energy Surcharge Will Apply to Invoice Total

7) Prevailing Wage Project? **Yes** ☐ **No** ☐

ENVIRONMENTAL LOGISTICS

2026-2027
Emergency Response Rate Sheet

Toll Free: 888.641.3940
Fax: 909.546.1546

EQUIPMENT, MATERIALS & SUPPLIES			
Trucks	Vactor Super Sucker / Guzzler	Hour	275.00
	Vactor 6" Flex Suction Hose	Foot	6.00
	Vactor 6'' X 10' Hard Pipe & Clamps	Each/Day	25.00
	Vactor 5 Micron Bag Filter Change-Out	Each	750.00
	Vactor Wash-Out	Each	550.00
	Vactor 2100 Plus / Jetter Combo	Hour	275.00
	Vactor/Jetter Wash-Out	Each	550.00
	Vactor / Guzzler Support Unit	Hour	95.00
	Tractor / 120bbl Vacuum Tanker - Black Iron	Hour	105.00
	Tractor / 120bbl Vacuum Tanker - Stainless Steel	Hour	200.00
	70 bbl Vacuum Truck	Hour	95.00
	Tanker Wash-Out (**Varies Based on Waste Classification and Solids Content**)	Each	TBD
	Tractor / Double Roll-off Trailer	Hour	105.00
	Single Roll-off Truck	Hour	95.00
	Tractor / Dry Van	Hour	105.00
	28' Bobtail Truck With Lift Gate	Hour	95.00
	24' Bobtail Truck With Lift Gate	Hour	95.00
	Tractor / Flat Bed Trailer	Hour	105.00
	Tractor Low Boy Trailer	Hour	175.00
	F550 - Emergency Response Unit	Hour	225.00
	F350 - Project Manager Unit	Hour	100.00
	F350 - Service Truck Unit	Hour	85.00
	F250 - Service Truck	Hour	85.00
Excavation	Mini Excavator	Day	1500.00
	Excavator, up to 37,000 Lbs.	Day	2750.00
	Excavator, Braker Attachment 1500 ft lbs.	Day	1500.00
	Excavator, Thumb or Wheel Attachment	Day	650.00
	Loader up to 4 yds.	Day	2500.00
	Backhoe 580 or Equivalent	Day	1750.00
	Backhoe Concrete Braker	Day	750.00
	Skidsteer Cat 259 or Equivalent	Day	975.00
	Skidsteer Bucket With Grapple Attachment	Day	350.00
	Skidsteer Concrete Braker	Day	700.00
	Jumping Jack Compactor	Day	375.00
	Equipment Mobilization & Demobilization (**Varies based on distance**)	Each	TBD
Containers	21,000 Gallon Frac Tank	Day	95.00
	Frack Tank 12X50 Poly Berm	Each	65.00
	8,400 Gallon Mini Frac Tank	Day	65.00
	Mini Frac Tank 8X12 Poly Berm	Each	55.00
	40 Cyd Roll-off Bin	Day	30.00
	40 Cyd Roll-off Bin Liner	Each	125.00
	25 Cyd Roll-off Vacuum Box	Day	65.00

ENVIRONMENTAL LOGISTICS

2026-2027
Emergency Response Rate Sheet

Toll Free: 888.641.3940
Fax: 909.546.1546

Containers Continued	20 Cyd Roll-off Bin	Day	25.00
	20 Cyd Roll-off Bin Liner	Each	100.00
	20 Cyd Dewatering Box With /Roll Tarp	Day	95.00
	100 Micron Dewatering Box Filter	Each	250.00
	8 Cyd Low Profile Roll-off Bin	Day	75.00
	8 Cyd Bin Liner	Each	50.00
	3 Cyd Bins	Day	20.00
	3 Cyd Bin Liner	Each	50.00
	85 Gallon Poly Screw Top Overpack	Each	225.00
	85 Gallon Steel Overpack	Each	195.00
	55 Gallon DOT T/H Metal Drum	Each	125.00
	55 Gallon DOT O/T Metal Drum	Each	125.00
	55 Gallon DOT T/H Poly Drum	Each	125.00
	55 Gallon DOT O/T Poly Drum	Each	125.00
	55 Gallon DOT Poly Nestable	each	150.00
	30 Gallon DOT T/H Metal Drum	Each	105.00
	30 Gallon DOT O/T Metal Drum	Each	105.00
	30 Gallon DOT T/H Poly Drum	Each	105.00
	30 Gallon DOT O/T Poly Drum	Each	105.00
	15 Gallon DOT T/H Metal Drum	Each	125.00
	15 Gallon DOT O/T Metal Drum	Each	125.00
	15 Gallon DOT T/H Poly Drum	Each	125.00
	15 Gallon DOT O/T Poly Drum	Each	125.00
	5 Gallon DOT O/T Metal Drum with Lid	Each	35.00
	5 Gallon DOT T/H Poly Drum with Screw Top	Each	35.00
	5 Gallon Carboy	Each	35.00
	8' Cardboard Light tube Drum	Each	150.00
	4' Cardboard Light tube Drum	Each	150.00
	Tri-wall Hazardous Waste Box Kit	Each	150.00
	275 gal Tote	Each	275.00
	Drum Liners 55 gallon/Drum	Each	6.50
	Drum Liners 35 gal / Drum	Each	6.00
Bio-containers	44 Gallon Bio Tub	Each	150.00
	44 Gallon Bio Liner	Each	6.00
	5 Gallon Sharp Container	Each	75.00
	1 Gallon Sharp Container	Each	35.00
	1 Quart Sharp Container	Each	25.00
Pumps	Pump, up to 1" Petroleum / Chemical	Day	150.00
	Pump, 2" Petroleum	Day	250.00
	Pump, 2" Chemical	Day	350.00
	Pump, 3" Petroleum	Day	350.00
	Pump, 3" Trash	Day	350.00
	Pump, 4" Trash	Day	450.00
	Pump, 6" High Volume Trash Diesel	Day	1750.00
	Pump Wash-out (**Varies based on Material Pumped)**	Each	TBD

ENVIRONMENTAL LOGISTICS

2026-2027 Emergency Response Rate Sheet

Toll Free: 888.641.3940
Fax: 909.546.1546

Hoses	Hose, 2" X 25' Petroleum Suction / Discharge	Day	25.00
	Hose, 2" X 25' Chemical Transfer	Each	50.00
	Hose, 3" X 25' Petroleum Suction / Discharge	Day	75.00
	Hose, 4" X 25' Trash Suction/Discharge	Day	75.00
	Hose Wash-out (**Varies based on Material Pumped)**	Each	TBD
	1" X 50' Air Compressor Hose W/Chicago Fittings	Each	25.00
	3/4" X 50' Garden Hose	each	15.00

Air Equip	Air Compressor, Tow behind 375 CFM	Hour	95.00
	Air Compressor, Tow behind 185 CFM	Hour	75.00
	Air Compressor, Portable 13 CFM	day	250.00
	Air Hose 50' W/Chicago Fitting	Day	25.00
	Air Knife / Air Excavation Tool	Day	250.00
	Air Vac-U-Max	Day	250.00
	Air/Electric Coppus Blower	Day	250.00
	Air Blower Negative Air Exhaust 12"	Day	300.00
	Air Exhaust Duct 12" X 25'	Day	50.00
	Air Blower Venturi, Horn	Day	150.00
	Air 90-lb Jack Hammer	Day	250.00
Safety Equp.	Meter, LEL/02/H2S/CO	Day	300.00
	Meter, LEL/02/H2S/CO/PID	Day	350.00
	Meter, 4EC Radiation	Day	650.00
	Meter, Lumex Mercury Vapor Analyzer	Day	1500.00
	Meter, Organic Vapor Analyzer, PID/HNU/OVA	Day	350.00
	Meter, Personal/Gillian, Single/4-Gas	Day	125.00
	Meter, Personal / Particulate Monitoring	Day	175.00
	Protective Gear Level "A"	Each	1250.00
	Protective Gear Level "B"	Each	275.00
	Protective Gear Level "B" Change	Each	175.00
	Protective Gear Level "C"	Each	95.00
	Protective Gear Level "C" Change	Each	65.00
	Protective Gear Level "D"	Each	45.00
	Protective Gear Level "D" Change	Each	35.00
	Protective Acid Suit, 1 piece	Each	175.00
	Respirator, Cartridge, Single OV, Acid gas, P100	Pair	50.00
	Respirator Cartridges, Combo	Pair	45.00
	Respirator, Cartridge, Mercury/Chlorine	Pair	75.00
	Rain Gear, 2 Piece	Each	45.00
	Tyvek Suit, Saranex Coated, Disposable	Each	95.00
	Tyvek Suit, Uncoated, Disposable	Each	45.00
	Tyvek Suit, Poly-Coated, Disposable	Each	50.00
	Tyvek Suit, Poly-Coated, Fire Resistant, Disposable	Each	125.00
Confined Space	Confined Space Trailer	Day	1250.00
	Six Pack / Regulated Air Supply	Day	325.00
	SCBA or Egress Bottle	Day	150.00

ENVIRONMENTAL LOGISTICS

2026-2027
Emergency Response Rate Sheet

Toll Free: 888.641.3940
Fax: 909.546.1546

Confined Space Continued	SCBA Bottle Refill	Each	50.00
	SCBA Standby	Each	75.00
	Tripod Sala Lift II W/Winch	Day	250.00
	Davit Arm System W/Winch	Day	350.00
	Harness	Day	75.00
	Full Face Respirator	Day	50.00
	Lock Out / Tag Out	Day	75.00
	Confined Space Rescue Equipment	Day	500.00
	Confined Space Entry Permit	Each	200.00
Lighting	Tower Trailer Mounted	Day	450.00
	Explosion Proof	Day	250.00
	Stand Regular 500W	Day	125.00
	Stand Regular 1000W	Day	150.00
	10000W Industrial Generator	Day	550.00
	7000W Industrial Generator	Day	450.00
	3000W Industrial Generator	Day	350.00
	Extension Cords	Day	15.00
Sorbents	5" X 10' Absorbent Boom, 4/Bale	Bale	195.00
	8" X 10' Absorbent Boom, 4/Bale	Bale	250.00
	Sorbent Oil Sheet 100/Bale	Bale	175.00
	Sorbent Acid Sheet 100/Bale	Bale	200.00
	Absorbent, Solid Absorb 4 cu. Ft./ Bag	Each	35.00
	Neutralizer (Citric Acid)	Each	75.00
	Neutralizer Soda Ash	Each	50.00
	Neutralizer Bicarb	Each	35.00
	Clay Absorbent	Each	35.00
	Vermiculite	Each	60.00
Cleaners	Simple Green, Industrial Grade	Gal	35.00
	Bleach	Gal	15.00
	HD Citrus Degreaser, Industrial Grade	Gal	50.00
	Gold Crew, VOC Suppressant Biodegradable	Gal	50.00
	Penetone, PES-51	Gal	95.00
	Sporicidin, Zep DZ-7 Disinfectant	Gal	50.00
	Hydrogen Peroxide	Gal	75.00
	Mercury Cleaning Solution	Gal	100.00
	Mercury Vapor Suppressant	Lb.	50.00
Support Tools	5000 lb. Forklift	Hour	75.00
	Forklift Trailer	Day	250.00
	Chemical Transfer Trailer	Day	1500.00
	Pallet Jack	Day	30.00
	Drum Dolly	Day	15.00
	Speed Wrench	Day	10.00
	Drum Sling	Day	15.00
	Rivet Buster	Day	200.00

ENVIRONMENTAL LOGISTICS

2026-2027

Emergency Response Rate Sheet

Toll Free: 888.641.3940
Fax: 909.546.1546

Support Tools Continued	55-Gal Drum Vacuum	Day	150.00
	Mercury Hepa Vacuum	Day	250.00
	Water Buffalo	Day	450.00
	Steel Shovel	Each	38.00
	Pick	Each	38.00
	Push Broom 24"	Each	38.00
	Squeegee	Each	38.00
	Surface Concrete Cleaner	Day	250.00
	Sawsall	Day	25.00
	Skill Saw	Day	25.00
	Band Saw	Day	50.00
	Weed Eater	Day	125.00
	Chain Saw	Day	150.00
Miscellaneous	Disposable Hand Pump	Each	20.00
	Hudson Sprayer	Each	35.00
	Disposable 4' Calawasa	Each	50.00
	Disposable 8' Calawasa	Each	75.00
	20' Extension Ladder	Day	35.00
	5' to 8' Step Ladder	Day	25.00
	6' X' 12' Panel Temporary Fence	Day	35.00
	Traffic Cones	Each	15.00
	Caution Tape	Roll	50.00
	Shrink Wrap	Roll	50.00
	Visqueen 100' Roll	Each	150.00
	20 Cyd Bin Liners	Each	100.00
	40 Cyd Bin Liners	Each	125.00
	End Dump Liners	Each	125.00
	4' X 8' X 1" Plywood	Each	150.00
	Rags Bundle	Each	75.00
	1 X Quart Sample Jars	Each	10.00
	0-14 pH Strips	Box	25.00
	Dust Mask	Each	6.50
	Leather Gloves	Pair	12.50
Disposal	Non-Haz Solid (Bulk) Per Cubic Yard or Ton (Whichever is Greater)	Y/T	125.00
	Non-Haz Liquid (Bulk) 3500 gal Minimum	Gal	1.05
	Non-Haz Liquid (275 gal Tote)	Each	495.00
	Non Haz Solid / Liquid (55 -Gal Drum)	Each	195.00
	Non-RCRA Solid (Bulk) Per Cubic Yard or Ton (Whichever is Greater)	Y/T	150.00
	Non-RCRA Liquid (Bulk) 3500 gal Minimum	Gal	1.35
	Non-RCRA Liquid (275-gal Tote)	Each	595.00
	Non RCRA Solid / Liquid (55-Gal Drum)	Each	250.00
	Hazardous Waste Manifest	Each	35.00
	Hazardous Waste Labels	Each	6.50
	Non-Hazardous Waste Manifest	Each	15.00
	Non-Hazardous Waste Labels	Each	5.00

ENVIRONMENTAL LOGISTICS

2026-2027

Emergency Response Rate Sheet

Toll Free: 888.641.3940
Fax: 909.546.1546

Disposal	Treated Wood Waste	Cyd	475.00
Continued	Friable Asbestos	Cyd	275.00
	Non-Friable Asbestos	Cyd	200.00
	Hazardous Waste Manifests	Each	35.00
	Non-Hazardous Waste Manifests	Each	20.00
	Bill Of Lading (BOL)	Each	10.00
	Haz - Yellow Labels, Universal, Excluded Recyclable, Etc.	Each	6.50
	Non-Haz Labels, Universal, Excluded Recyclable, Etc.	Each	3.50
	RCRA Waste Disposal Rates will be based on waste category		TBD
	ITAR-Certified Destruction Rates are Based on type of material		TBD

ACORD®

ENVILOG-01 LMEETER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2026

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 5345
Riverside, CA 92517

CONTACT NAME: Ricardo Oropeza
PHONE (A/C, No, Ext): (951) 779-8556 FAX (A/C, No):
E-MAIL ADDRESS: ricardo.oropeza@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Indian Harbor Insurance Company	36940
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Environmental Logistics, Inc.
P.O. Box 806
Colton, CA 92324

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	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:	X	X	GEC003992913	2/15/2026	2/15/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY	X		AEC003993013	2/15/2026	2/15/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB; X OCCUR; X EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 10,000	X		UEC003993113	2/15/2026	2/15/2027	EACH OCCURRENCE	$ 8,000,000
							AGGREGATE	$ 8,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WEC300137908	10/28/2025	10/28/2026	X PER STATUTE; 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
C	Pollution/Legal Liab			PEC003993813	2/15/2026	2/15/2027	Occurrence/Aggregate	10,000,000
C	Professional Liab.			PEC003993813	2/15/2026	2/15/2027	Occurrence/Aggregate	5,000,000

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

CIty of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are Additional Insured with regards to the General Liability policy, as required by a written contract per the attached endorsement forms CG2033 04/13 and CG2037 04/13. Primary & Non-Contributory applies to the General Liability policy, when required per a written contract, per the attached form XIL424 06/05. Waiver of Subrogation applies in regard to General Liability when required by written contract per the attached endorsement CG2404 05/09. Additional Insured with regard to Auto Liability when required by written contract per the attached endorsement form XIC411 10/13. Waiver of Subrogation applies with regards to the Workers Compensation policy, when required by a written contract, per the attached endorsement form WC040306 04/84.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Alameda
950 West Mall Sq., Ste 110
Alameda, CA 94501

Initial LC 6/17/2026

CANCELLATION

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

AGENCY CUSTOMER ID: ENVILOG-01 LMEETER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY License # 0757776		NAMED INSURED
HUB International Insurance Services Inc.		Environmental Logistics, Inc. P.O. Box 806 Colton, CA 92324
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:
Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. 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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Environmental Logistics, Inc.
POLICY NUMBER: GEC0039929-13

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" 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".

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **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.

ENDORSEMENT

This endorsement, effective 12:01 a.m., February 15, 2026 forms a part of Policy No. GEC0039929 13 issued to Environmental Logistics, Inc. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

Environmental Logistics, Inc.

POLICY NUMBER: GEC0039929 13

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Where required by written contract or agreement executed prior to loss (except where not permitted by law).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

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

Environmental Logistics, Inc.
POLICY NUMBER: AEC0039930 13 XIC 411 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured,** is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

a. The written contract is in effect during the policy period of this policy;

b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and

c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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

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

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

Schedule

Person or Organization	**Job Description**
Where required by written agreement signed prior to loss.	All California Operations.

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

Endorsement Effective 10/28/2025
Insured
Environmental Logistics, Inc.

Policy No. WEC3001379-08
Insurance Company
XL Specialty Insurance Company

Endorsement No.

Countersigned By ______________________

XL Insurance

HAZMAT TSDF, INC.

P.O. BOX 449
COLTON, CA 92324

Policy Number: UEC003993113
February 15, 2026 - February 15, 2027

XL Insurance

505 Eagleview Boulevard
Suite 100
PO Box 636
Exton, PA 19341-0636
USA
Phone 800 327 1414
+1 610 968 9500
Fax +1 610 458 8667
axaxl.com/insurance

March 6, 2026

Mr. Jon Bennett
HAZMAT TSDF, INC.
P.o. Box 449
Colton, CA 92324

RE: CLAIMS REPORTING PROCEDURES

Dear Mr. Bennett:

Thank you for placing your insurance coverage(s) with the Environmental Unit of AXA XL. We at AXA XL feel that a key element of service to our brokers and insureds is efficient claims handling.

Enclosed please find instructions that should be followed in the event of a claim. Should any problems or questions arise concerning claims reporting procedures, you may contact AXA XL Claims Staff at 1-800-432-2481.

Sincerely,

Matthew Gartner

Matthew Gartner
Senior Underwriter
Property and Casualty
AXA XL

Enclosures

CC: Mr. Chad Hill
HUB International Insurance Services, Inc.
3390 University Avenue
Suite 300
Riverside, CA 92501

ACCOUNT # 0000110228

XL Insurance

CLAIM REPORTING PROCEDURES FOR GENERAL LIABILITY, AUTOMOBILE AND PROPERTY LINES

ACCIDENTS WITH SERIOUS INJURY/DAMAGE OR SPILL CLAIMS

Accidents involving serious injury and/or extensive property damage require an immediate phone call to AXA XL Claims Staff.

From 8 a.m. to 5 p.m. Eastern Standard Time:

Call **800-823-7351,** an AXA XL receptionist will answer your call. Inform the receptionist you need to speak to an Environmental claims adjuster concerning an accident that involves a spill, serious injury or extensive property damage and they will connect you to an AXA XL Claims adjuster.

After 5 p.m. Eastern Standard Time:

- If you have a **spill-only incident** you may contact a spill consultant directly by calling 800-432-2481.
- If you have a **serious injury or extensive property damage incident**, you can contact an AXA XL Claims adjuster directly by calling 484-467-5368.

1. Immediately notify your insurance agent or broker once you have notice of an incident.

2. For **AUTOMOBILE** claims:

   The preferred and most expedient method of reporting **AUTO** claims is AXA XL's online portal, **Xtract**. If you don't already have access to Xtract, contact your underwriter or broker to obtain a unique link to report AUTO claims to AXA XL online.

3. For **GENERAL LIABILITY AND PROPERTY** claims (or an alternate method of reporting **AUTOMOBILE** claims) consult your insurance agent or broker and complete the Notice of Claim then:

   a) E-mail a copy to: mailto:napropcasclaimnewnotices@axaxl.com

   OR

   b) Mail Notice of Claim to:

   AXA XL Claims
   P.O. Box 211547
   Dallas, TX 75211

4. Your insurance agent or broker should call AXA XL Claims Staff at **800-823-7351** or fax information to 1-859-475-5667 to report complete accident details.

5. An AXA XL Claims Staff adjuster will notify you of your claim file number and any additional instructions.

6. Record this number for future reference.

7. Questions should be directed to AXA XL Claims Staff at **800-823-7351** or fax to 866-262-9002.

Greenwich Insurance Company, Indian Harbor Insurance Company, XL Insurance America, Inc.,
XL Insurance Company of New York, Inc., XL Select Insurance Company, XL Specialty Insurance Company

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Alabama	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
California	For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado	**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**
District of Columbia	**WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	**General: All applications for commercial insurance, other than automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. **All applications for automobile insurance and all claim forms:** Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation. **Fire:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. **WARNING**: **All Workers Compensation Insurance**: Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of: 1. obtaining any benefit or payment, 2. increasing any claim for benefit or payment, or 3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.

NOTICE TO POLICYHOLDERS

Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **Automobile Insurance:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to $15,000.
Puerto Rico	**Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.**
Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **Workers' Compensation:** It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
Utah	**Workers' Compensation:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

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

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America, the European Union or the United Kingdom.

FORM MCS-90 **OMB No.: 2126-0008** **Expiration: 6/30/2027**

For FMCSA Use Date Received:

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to HAZMAT TSDF, INC. *(Motor Carrier name)* **of** CA *(Motor Carrier state or province)* ______ *(USDOT Number)*

Dated at 12:00 Midnight **on this** 15th **day of** February 2026

Amending Policy Number: UEC003993113 **Effective Date:** February 15, 2026

Name of Insurance Company: XL Specialty Insurance Company

Countersigned by: ______________________
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

☐ *This insurance is primary and the company shall not be liable for amounts in excess of $ _____ for each accident.*

☒ *This insurance is excess and the company shall not be liable for amounts in excess of $ 4,000,000 for each accident in excess of the underlying limit of $ 1,000,000 for each accident.*

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 610-968-9500.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days' notice in writing to the other party (said 35 days' notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days' notice to the FMCSA (said 30 days' notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at https://www.fmcsa.dot.gov/registration.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403	$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

NOTICE TO POLICYHOLDERS

IMPORTANT INFORMATION TO POLICYHOLDERS - CALIFORNIA

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

AXA XL
677 WASHINGTON BLVD.
10TH FLOOR, SUITE 1000
STAMFORD, CT 06901
1-800-688-1840

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

Department of Consumer Affairs
Consumer Information Division
1625 North Market Blvd., Suite N 112
Sacramento, CA 95834

Internet Website: www.dca.ca.gov

1-800-952-5210
1-800-326-2297 (TDD Number)
916-445-1254 (If calling from within the Sacramento area)
916-928-1227 (TDD Number if calling from within the Sacramento area)

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The AXA XL insurance group (the "Companies"), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as "customers") must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act ("GLBA"), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term "personal information" includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

<u>Our Privacy Promise</u>

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

<u>Collection and Sources of Information</u>

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

NOTICE TO POLICYHOLDERS

- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose "consumer credit report" type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer's eligibility for credit, insurance or employment. "Consumer credit report type information" means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

NOTICE TO POLICYHOLDERS

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

AXA

XL Insurance

Regulatory Office
Dept: Regulatory
505 Eagleview Blvd. Suite 100
Exton, PA 19341-1120
Telephone: 800-688-1840

Issuing Company and Address
XL Specialty Insurance Company
505 Eagleview Blvd. Suite 100
Dept: Regulatory
Exton, PA 19341-0636

Commercial Excess Follow Form and Umbrella Liability Policy Declarations

Policy Number: UEC003993113 **Renewal of Number:** UEC003993112

ITEM 1. **NAMED INSURED:** HAZMAT TSDF, INC.
ADDRESS: P.O. BOX 449
CITY, STATE, ZIP: COLTON, CA 92324

ITEM 2. **POLICY PERIOD:**

Inception: February 15, 2026 Expiration: February 15, 2027
(12:01 A.M. Standard Time at the address of the Named Insured stated above)

ITEM 3. **LIMITS OF INSURANCE:**
The Limits of Insurance, subject to the terms of this policy, are:

$ 8,000,000	Each Occurrence
$ 8,000,000	General Aggregate (In accordance with Section IV. Limits of Insurance)
$ 8,000,000	Products-Completed Operations Aggregate (In accordance with Section IV. Limits of Insurance)
$ 80,000	Disaster Response Limit (In accordance with Section IV. Limits of Insurance)

ITEM 4. **SELF-INSURED RETENTION:** $ 10,000

ITEM 5. **UNDERLYING INSURANCE:** See attached Schedule of Underlying Insurance.

ITEM 6. **POLICY PREMIUM:**

$	265,898	Policy Premium
$	Excluded	Premium for Certified Acts of Terrorism
$	265,898	Total Policy Premium
$	265,898	**Total Amount Due**
$	Not Applicable	**Minimum Premium Due**

ITEM 7. **FORMS ATTACHED TO THE POLICY AT ISSUANCE:** See attached Schedule of Forms and Endorsements.

ITEM 8. **DISASTER RESPONSE EVENT PHONE NUMBER:** 800-823-7351 (to be called in the event of a disaster as per Section I. Insuring Agreements, Item C.)

ITEM 9. **PRODUCER NAME:** HUB International Insurance Services, Inc.
ADDRESS: 3390 University Avenue, Suite 300
CITY, STATE, ZIP: Riverside, CA 92501

Date Issued: 03/06/2026

Authorized Representative

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

TABLE OF CONTENTS

Beginning on Page

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

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

THIS POLICY IS INCOMPLETE UNLESS THE DECLARATIONS AND ALL APPLICABLE FORMS AND ENDORSEMENTS ARE ATTACHED.

THROUGHOUT THIS POLICY THE WORDS "YOU" AND "YOUR" REFER TO THE **NAMED INSURED** SHOWN IN DECLARATIONS ITEM 1 AND ANY OTHER PERSON OR ORGANIZATION QUALIFYING AS A **NAMED INSURED** UNDER THIS POLICY. THE WORDS "WE", "US", AND "OUR" REFER TO THE COMPANY PROVIDING THIS INSURANCE.

WORDS AND PHRASES THAT APPEAR IN **BOLD** HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION VI - DEFINITIONS.

I. INSURING AGREEMENTS

In consideration of the payment of premium, and subject to the terms, definitions, conditions and limitations of this policy, including any endorsements or amendments thereto, we agree with the **named insured** as follows:

(A) Insuring Agreement A - Excess Follow Form Liability

(1) We will pay on behalf of the **insured**, subject to Section IV. Limits of Insurance, those amounts the **insured** becomes legally obligated to pay as damages in excess of the **scheduled underlying insurance** as a result of a **claim** covered by the **scheduled underlying insurance**, but only if the **scheduled underlying insurance** has been exhausted by the actual payment of **loss** to which this policy applies.

(2) Coverage under this Insuring Agreement A shall follow the terms, definitions, conditions and limitations of the **scheduled underlying insurance**, subject to the **policy period**, Limits of Insurance, premium, and any contrary provisions contained in this policy.

However, this Insuring Agreement A will not apply to any **disaster response expense** as described in Insuring Agreement C, even if such insurance is covered by the **scheduled underlying insurance** or would have been but for the exhaustion of the **scheduled underlying insurance**.

(3) If we are prevented by law or statute from making payment on the **insured's** behalf under Insuring Agreement A, we will indemnify the **insured** for those sums otherwise payable hereunder.

(B) Insuring Agreement B - Umbrella Liability Over Self-insured Retention

(1) We will pay on behalf of the **insured**, subject to Section IV. Limits of Insurance, those amounts not covered by the **scheduled underlying insurance** that the **insured** becomes legally obligated to pay as damages in excess of the **self-insured retention** because of **bodily injury**, **property damage** (including liability assumed by the **insured** under an **insured contract**) or **personal and advertising injury** taking place anywhere in the world and caused by an **occurrence** during the **policy period**.

(2) The coverage provided by Insuring Agreement B will not apply to damages that would have been covered by the **scheduled underlying insurance** but for its exhaustion by the payment of **loss.**

(3) The coverage provided by Insuring Agreement B will not apply to any damages covered by Insuring Agreement A, or arising out of subjects of insurance or exposures to **loss** for which this policy requires the **scheduled underlying insurance** to be maintained.

(4) If we are prevented by law or statute from making payment on the **insured's** behalf under Insuring Agreement B, we will indemnify the **insured** for those sums otherwise payable hereunder.

We will make payment on behalf of the **insured** under Insuring Agreements A and B only if:

(1) Prior to the **policy period**, no **insured** listed under Section II. Who Is An Insured, (B)(1), (6), (7), (8), (9) or (10); no manager in your risk management, insurance or legal department; and no **employee** authorized by you to give or receive notice of an **occurrence**, **claim** or **suit**; knew, prior to the **policy period**, that the **bodily injury** or **property damage** had occurred, in whole or in part, or of the existence of any **occurrence** that caused **personal and advertising injury**; or

(2) During the **policy period**, no **insured** listed under Section II. Who is An Insured, (B) (1),(6), (7), (8), (9) or (10); no manager in your risk management, insurance or legal department; and no **employee** authorized by you to give or receive notice of an **occurrence**, **claim** or **suit**; knew during the **policy period**, that the **bodily injury** or **property damage** had occurred, in whole or in part , or of the existence of any **occurrence** that caused **personal and advertising injury**, prior to the **policy period**.

For these purposes, **bodily injury, property damage**, and **personal and advertising injury**, including the continuation, change or resumption of such **bodily injury**, **property damage**, or **personal and advertising injury**, will be deemed to have been known at the earliest time when any of the above-referenced individuals:

(1) Reports all or any part of the **bodily injury**, **property damage**, or **personal and advertising injury** to us or any other insurer;

(2) Receives a **claim** because of the **bodily injury**, **property damage**, or **personal and advertising injury**; or

(3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to have occurred, or an **occurrence** has been committed that has caused or may cause **personal and advertising injury**.

(C) **Insuring Agreement C - Disaster Response Coverage**

(1) We will indemnify the **insured** for **disaster response expenses** resulting from a **disaster event** occurring during the **policy period**, provided:

(a) a **disaster response advisor** has been hired in connection with the **disaster event**; and

(b) a **disaster event** is reported to us at the number indicated in Declarations Item 8 within twenty-four (24) hours of its commencement.

(2) A **disaster event** will be deemed to commence when a **key executive** first becomes aware of a **disaster event**. A **disaster event** will be deemed to end when:

(a) we determine that any one of the elements listed in the definition of **disaster event** no longer exists; or

(b) the Disaster Response Expense Aggregate Limit listed in Declarations Item 3 has been exhausted,

whichever is earlier.

(3) If we and the **insured** disagree on whether a **disaster event** has occurred, the **insured's** right of reimbursement under Insuring Agreement C shall be arbitrated pursuant to the rules of the American Arbitration Association for the state shown in Declarations Item 1.

(4) Payment by us of **disaster response expenses** will not determine or be evidence of our rights or obligations under Insuring Agreement A or B.

(5) Payment by us of **disaster response expenses** will not oblige us to assume any duty to control the investigation, settlement or defense of any **claim** or **suit** that might arise from a covered **disaster event**.

II. WHO IS AN INSURED

(A) The following are **insureds** under Insuring Agreement A:

(1) The **named insured**.

(2) Any person or organization qualifying as an **insured** under the **scheduled underlying insurance**, but for no broader coverage than would be afforded to such person or organization by the **scheduled underlying insurance**.

(B) The following are **insureds** under Insuring Agreements B and C:

(1) The **named insured**.

(2) Any person or organization, other than an **employee** or **volunteer worker**, while such person or organization is acting as your real estate manager.

(3) Your legal representative if you die, but only with respect to his or her duties as such.

(4) Your **employees**, but only for acts within the scope of their employment by you, or while performing duties related to the conduct of your business.

(5) Your **volunteer workers**, but only while performing duties related to the conduct of your business.

(6) If you are designated in the Declarations as an individual, then your spouse, but only with respect to the conduct of a business of which you are the sole owner.

(7) If you are designated in the Declarations as a partnership or joint venture, your partners and their spouses, but only with respect to the conduct of your business.

(8) If you are designated in the Declarations as a limited liability company, your members, but only with respect to the conduct of your business, and your managers, but only with respect to their duties as such.

(9) If you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, your executive officers and directors, but only with respect to their duties as such. Your stockholders are also **insureds**, but only with respect to their liability as stockholders.

(10) If you are designated in the Declarations as a trust, your trustees, but only with respect to their duties as such.

(11) Any organization in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy.

(12) A partnership, joint venture or limited liability company that you acquire or form during the **policy period**, but only if we have named such partnership, joint venture or limited liability company as an **insured** on a written endorsement that is made part of this policy.

III. DEFENSE AND SETTLEMENT

(A) We will have the right and duty to defend any **suit** covered by Insuring Agreement A, but only when the **scheduled underlying insurance** or **other insurance** has been exhausted by payment of **loss** to which this policy applies.

(B) We will have the right and the duty to defend any **suit** covered by Insuring Agreement B, but only when such **suit** seeks damages because of **bodily injury, property damage**, or **personal and advertising injury** that are not covered by the **scheduled underlying insurance** or by **other insurance**.

(C) When we assume the defense of any **suit** under Paragraph (A) or (B) above, we will have the right to investigate, defend and settle such **suit** as we deem appropriate. We will defend any such **suit** even if it is groundless, false or fraudulent. We also will pay the following supplementary payments in connection with any **suit** we defend, but only if such supplementary payments are not covered by the **scheduled underlying insurance** or any **other insurance**:

(1) Premiums on appeal bonds or bonds to release attachments, subject to the applicable Limits of Insurance set forth in the Declarations, provided that we will not be obligated to apply for or furnish any such bond.

(2) All costs taxed against an **insured** in connection with the **suit**.

(3) Pre-judgment interest awarded against the **insured** on that part of any judgment paid under this policy, but only such interest as shall accrue before we make a settlement offer within the policy's applicable Limits of Insurance.

(4) Post-judgment interest that accrues after entry of judgment and before we have paid, offered to pay, or deposited in court, that part of the judgment that is within this policy's applicable Limits of Insurance.

(5) Reasonable expenses incurred by an **insured** at our request or with our consent.

(D) We will have no duty to defend, investigate, pay or settle, or continue to defend, investigate, pay or settle, a **suit** after the applicable Limits of Insurance set forth in the Declarations have been exhausted by the payment of **loss**; in which case we will have the right to withdraw and discontinue our investigation or defense of such **suit**.

(E) We will have no duty to defend the **insured** against any **suit** seeking damages to which this insurance does not apply.

(F) If we are prevented by law or statute from assuming our defense obligations under Paragraph (A) or (B), we will pay any expenses incurred by you with our consent in connection with the defense of a **suit** otherwise covered by that section.

(G) Except as otherwise provided in this Section III. Defense and Settlement, we shall have no duty to defend any **suit** against an **insured**. We, however, will have the right, but not the duty, to associate with you in the investigation, settlement or defense of any **claim** or **suit** to which this policy applies, in which case the **insured** will cooperate with us and make available all information and records we reasonably require. We will exercise our right to associate at our expense.

IV. LIMITS OF INSURANCE

(A) The Limits of Insurance shown in Declarations Item 3 are the most we will pay for all damages under this policy regardless of the number of **insureds**, **claims** made, **suits** brought, persons or organizations making **claims** or bringing **suits**, or coverages provided by this policy.

(B) Subject to this policy's Limits of Insurance, we will pay only that amount of **loss** that is in excess of the **retained limit**.

(C) The amount shown in Declarations Item 3 for the General Aggregate Limit is the most we will pay for all **loss**, other than:

(1) **Loss** covered in the **scheduled underlying insurance** to which no underlying aggregate limit applies; or

(2) **Loss** included in the **products-completed operations hazard**.

However, with respect to Insuring Agreement A only, if a policy shown in the **scheduled underlying insurance** has aggregate limits, other than the **products-completed operations hazard** aggregate limits, then the General Aggregate Limit as shown in Declarations Item 3 will apply in the same manner as the aggregate limits shown in each policy listed in the **scheduled underlying insurance**, but will be no broader.

(D) The amount shown in Declarations Item 3 for the Products-Completed Operations Aggregate Limit is the most we will pay for all **loss** included in the **products-completed operations hazard**.

(E) Subject to Paragraphs (C) and (D) above, the Each Occurrence Limit shown in Declarations Item 3 is the most we will pay for all **loss** arising out of any one **occurrence.**

(F) The amount shown in Declarations Item 3 for the Disaster Response Expense Aggregate Limit is the most we will pay for all **disaster response expenses** incurred during the **policy period**. This Disaster Response Expense Aggregate Limit is in addition to and does not reduce any other Limit of Insurance applicable to this policy.

(G) If the limits for any **scheduled underlying insurance** policy are:

(1) Greater than the amount shown in the Schedule of Underlying Insurance, this policy will apply in excess of the greater amount.

(2) Less than the amount shown in the Schedule of Underlying Insurance, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance and any **other insurance** that is applicable and collectible.

(H) Expenses we incur to defend any **suit** or investigate any **claim** will be in addition to the policy's applicable Limits of Insurance unless such expenses reduce the limits of the **scheduled underlying insurance**, in which case such expenses will reduce this policy's available Limits of Insurance.

(I) If the total applicable limits of the **scheduled underlying insurance** are reduced or exhausted by the actual payment of **loss** to which this policy applies, this policy shall:

(1) In the event of reduction, pay in excess of the sum of any remaining total applicable limits of the **scheduled underlying insurance** and any applicable and collectible **other insurance**.

(2) In the event of exhaustion of the total applicable limits of **scheduled underlying insurance** and any applicable and collectible **other insurance,** continue in force subject to the terms and conditions of this policy.

(J) If the limits of the **scheduled underlying insurance** are not collectible for any reason other than reduction or exhaustion by the payment of **loss**, our obligations will not be increased and we will pay on your behalf only those amounts in excess of the limits of the **scheduled underlying insurance**.

(K) We will not make any payment under this policy unless and until:

(1) The total applicable limits of **scheduled underlying insurance** or any **other insurance** have been exhausted by the payment of **loss** to which this policy applies; or

(2) The total applicable **self-insured retention** has been satisfied by the payment of **loss** to which this policy applies.

(L) When the amount of **loss** has finally been determined by an agreed settlement or a final judgment, we will promptly pay on your behalf the amount of such **loss** within this policy's applicable Limits of Insurance.

(M) The policy's Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the policy's inception date shown in the Declarations. If the **policy period** is extended for a period of less than twelve (12) months, the extended period will be deemed part of the immediately preceding **policy period**.

V. EXCLUSIONS

(A) Exclusions Applicable to Insuring Agreements A and B:

This insurance does not apply to:

(1) **Asbestos**

(a) The manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

(b) Any obligation of the **insured** to indemnify a party because of damages arising out of, but not limited to, the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

(c) Any obligation to defend any **suit** or **claim** against the **insured** that seeks damages, if such **suit** or **claim** arises out of, but not limited to, the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

(2) **Employment Practices**

Employment practices, whether the **insured** may be liable as an employer or in any other capacity, and including any obligation to share damages with or repay another.

(3) **ERISA**

A violation of the Employee Retirement Income Security Act of 1974 (ERISA), the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, all as may be amended, or any similar federal, state or local statutory or common law, or any rules or regulations promulgated thereunder.

(4) **Intangible Property**

The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For the purpose of this exclusion, intangible property includes **electronic data**.

(5) **No-Fault, Uninsured Motorist or Underinsured Motorist Laws**

Any obligation of the insured under any no fault, uninsured or underinsured motorist law, or any similar law.

(6) **Nuclear Liability**

To **injury or damage**:

(a) With respect to which an **insured** is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, the American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters, or the 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.

(b) Resulting from the **hazardous properties** of **nuclear material** and with respect to which: (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendments thereto; or (ii) the **insured** is, or but for this policy 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 an agency thereof with any person or organization.

(c) Resulting from **hazardous properties** of **nuclear material** if:

(i) The **nuclear material** is at any **nuclear facility** owned or operated by or on behalf of an **insured** or has been discharged or dispersed therefrom.

(ii) The **nuclear material** is contained in **spent fuel** or **waste** that was at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **insured**.

(iii) The **injury or damage** or **personal and advertising injury** arises out of an **insured's** furnishing services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**. If such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (iii) applies only to **property damage** to such **nuclear facility** and any property therein.

(7) **Product Recall**

The loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of **your product, your work**, or **impaired property**, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

(8) **Securities**

(a) A violation of any securities law or similar law, or any regulation promulgated thereunder;

(b) The purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit, or financial interest or instrument;

(c) Any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or

(d) The depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

(9) **Violation of Communication or Information Laws**

Any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment thereto, that prohibits or limits the sending, transmitting or communicating of material or information.

(10) **War**

War (whether declared or not), invasion, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot or civil insurrection.

(11) **Workers' Compensation and Similar Laws**

Any obligation of the **insured** under any workers' compensation, disability benefits, unemployment compensation law, or any similar law.

(B) **Exclusions Applicable to Insuring Agreement A Only:**

This insurance does not apply to:

(1) **Pollution**

(a) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

(i) At or from any premises, site or location that is or was at any time owned, used, occupied by, or rented or loaned to an **insured**.

(ii) At or from any premises, site or location that is or was at any time used for the handling, storage, disposal, processing or treatment of waste.

(iii) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for an **insured** or any person or organization for whom the **insured** may be legally responsible.

(iv) At or from any premises, site or location on which an **insured** or any contractors or subcontractors working directly or indirectly on an **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor.

(v) At or from any premises, site or location on which an **insured** or any contractors or subcontractors working directly or indirectly on an **insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of **pollutants**.

(vi) That are contained in any property that is:

(1) Being transported, towed by, handled, or handled for movement into, onto or from, an **auto** covered by the **scheduled underlying insurance**.

(2) In the course of transit by or on behalf of an **insured.**

(3) Being stored, disposed of, treated, or processed in or upon an **auto** covered by this policy or **scheduled underlying insurance**.

(vii) Before the **pollutants,** or any property in which the **pollutants** are contained, are moved from the place where they are accepted by the **insured** for movement into or onto an **auto** covered by **scheduled underlying insurance**; or

(viii) After the **pollutants** or any property in which the **pollutants** are contained are moved from an **auto** covered by this policy or the **scheduled underlying insurance** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

(b) Any **loss**, cost or expense arising out of:

(i) 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**.

(ii) A **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**.

The following exceptions apply to Exclusion (B)(1), but only if an otherwise covered **claim** or **suit** also is covered by the **scheduled underlying insurance**:

(1) Paragraphs (1)(a)(i) through (1)(a)(v) do not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** if **your product** or **your work** has not at any time been discarded, dumped, abandoned, thrown away, treated or handled as waste by anyone.

(2) Paragraphs (1)(a)(i) and (1)(a)(iv) do not apply with respect to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.

(3) Paragraph (1)(a)(i) does not apply to:

(a) **Bodily injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building or equipment that is used to heat water for personal use, by the building's occupants or their guests.

(b) **Bodily injury** or **property damage** for which an **insured** may be held liable if the **insured** is a contractor and the owner or lessee of a premises, site or location has been added to the policy as an additional insured with respect to the **insured's** ongoing operations performed for that additional insured at such premises, site or location; and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than that additional insured.

(4) Paragraph (1)(a)(iv) does not apply to:

(a) **Bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor.

(b) **Bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by the **insured** or on the **insured's** behalf by a contractor or subcontractor.

(5) Paragraph (1)(a)(vi) does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an **auto** or its parts covered by the **scheduled underlying insurance** if:

(a) The **pollutants** escape, seep, migrate or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and

(b) The **bodily injury** or **property damage** does not arise out of the operation of any equipment listed in Subparagraphs (7)(b) and (c) of the definition of **mobile equipment**.

(6) Paragraph (1)(a)(vii) does not apply to **occurrences** that take place away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon an **auto** covered by **scheduled underlying insurance** if:

(a) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of an auto covered by scheduled underlying insurance; and

(b) The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage.

(C) **Exclusions Applicable to Insuring Agreement B Only:**

This insurance does not apply to:

(1) **Aircraft, Auto or Watercraft**

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any **insured.** The term "use" shall include operation, loading and unloading. This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

(2) **Contractual Liability**

Bodily injury, **property damage**, or **personal and advertising injury** for which the **insured** is obligated to pay by reason of assumption of liability in a contract or agreement.

(3) Damage to Impaired Property

Property damage to **impaired property** or property that has not been physically injured, arising out of a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or a delay or failure by the **insured** or anyone acting on the **insured's** behalf to perform a contract or agreement in accordance with its terms. This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

(4) **Damage to Real and Personal Property**

Property damage to:

(a) Property the **insured** owns, rents, or occupies, including any costs or expenses incurred by the **insured** or another person, organization or entity, for the 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) Premises the **insured** sells, gives away, or abandons, if the **property damage** arises out of any part of those premises.

(c) Property loaned to the **insured**.

(d) Personal property in the **insured's** care, custody or control.

(e) That particular part of real property on which the **insured** or any contractors or subcontractors working directly or indirectly on the **insured's** behalf are performing operations, if the **property damage** arises out of those operations.

(f) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

(5) **Damage to Your Product**

Property damage to **your product** arising out of it or any part of it.

(6) **Damage to Your Work**

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

(7) **Employee Injury**

Bodily injury to an **employee** of the **insured** arising out of and in the course of employment by the **insured** or performing duties related to the conduct of the **insured's** business; or any injury to the spouse, domestic partner, child, parent, brother or sister of that **employee** as a consequence of **bodily injury** to an **employee**. This exclusion applies whether the **insured** may be liable as an employer or in any other capacity, including an obligation to share damages with or repay another who must pay damages because of injury.

(8) **Employees and Volunteer Workers**

To the liability of any **employee** or **volunteer worker** arising out of **bodily injury**, **property damage**, or **personal and advertising injury**:

(a) To the **insured**, its partners, members, **employees** or **volunteer workers**.

(b) To the spouse, child, parent, brother, sister of a person identified in Paragraph (8)(a) above.

(c) Arising out of the providing or failing to provide professional health care services.

(9) **Expected or Intended**

Bodily injury or **property damage** expected or intended from the standpoint of the **insured**. However, this exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force by the **insured** to protect persons or property.

(10) **Liquor Liability**

Bodily injury or **property damage** for which the **insured** may be held liable by reason of:

(a) Causing or contributing to the intoxication of any person.

(b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.

(c) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

(11) **Personal and Advertising Injury**

Personal and advertising injury:

(a) Caused by or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

(b) Arising out of oral or written publication of material by or at the direction of the **insured** with knowledge of its falsity.

(c) Arising out of oral or written publication of material whose first publication took place prior to the **policy period**.

(d) Arising out of a criminal act committed by or at the direction of an **insured**.

(e) For which the **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in the absence of the contract or agreement.

(f) Arising out of a breach of an expressed contract to use another's advertising idea in the **insured's advertisement**.

(g) Arising out of the failure of goods, products or services to conform to any statement of quality or performance made in the **insured's advertisement**.

(h) Arising out of the wrong description of the price of goods, products or services stated in the **insured's advertisement**.

(i) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in your **advertisement.**

(j) Committed by an **insured** whose business is advertising, broadcasting, publishing or telecasting; designing or determining content of websites for others; or an Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs (DD) (1), (2), and (3) of the definition of **personal and advertising injury**. For the purposes of this exclusion, the placing of frames, borders or links, or advertising for the **insured** or others anywhere on the Internet is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

(k) Arising out of an electronic chat room or bulletin board the **insured** hosts, owns, or over which the **insured** exercises control.

(l) Arising out of the unauthorized use of another's name, likeness, trade dress, slogan, style of doing business, or product in the **insured's** e-mail address, domain name, web page or Internet domain, or metatag, or any other similar tactics to mislead another's potential customers.

(12) **Pollution**

(a) The actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

(b) Any request, demand, order or statutory or regulatory requirement that the **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**.

(c) Any **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**.

VI. DEFINITIONS

The following definitions are applicable to Insuring Agreements B and C, and, to the extent the following terms are not defined in the **scheduled underlying insurance**, to Insuring Agreement A.

(A) **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition, notices that are published include material placed on the Internet or on similar electronic means of communication; and regarding websites, only that part of a website that is about the **insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

(B) **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or any other land vehicle, that is subject to a compulsory or financial responsibility law or other motor insurance law in the state where it is licensed or principally garaged. **Auto** does not include **mobile equipment**.

(C) **Bodily injury** means injury to the human body, illness, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these at any time.

(D) **By-product material** has the meaning given it in the Atomic Energy Act of 1954 or any law amendatory thereof.

(E) **Claim** means an express demand for damages, including a **suit**, resulting from an **occurrence** covered by this policy.

(F) **Disaster event** means an **occurrence** that, in the good faith and reasonable opinion of a **key executive**, has resulted in or is likely to result in all of the following: (1) a **claim** for damages that is likely to exceed the **retained limit**; (2) significant media coverage; and (3) a need for a **disaster response advisor**.

(G) **Disaster response advisor** means a public relations firm or crisis management firm that is hired by the **insured** to perform **disaster response advisory services** in connection with a **disaster event**.

(H) **Disaster response advisory services** are those services performed by a **disaster response advisor** in advising the **insured** on minimizing potential harm from a covered **disaster event** by maintaining or restoring public confidence in the **insured**.

(I) **Disaster response expenses** are those amounts paid for the reasonable and necessary fees and expenses incurred by the **insured** or their **disaster response advisor** and pre-approved by us, including but not limited to medical expenses, funeral expenses, psychological counseling expenses, travel expenses, temporary living expenses, printing and mailing expenses and expenses to secure the scene of a **disaster event**.

(J) **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.

(K) **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

(L) **Employment practices** means:

(1) Failure to hire any prospective **employee** or any applicant for employment.

(2) Dismissal, discharge or termination of any **employee**.

(3) Failure to promote or advance any **employee**.

(4) Employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective **employee**, including but not limited to:

(a) Coercion, harassment, humiliation or discrimination.

(b) Demotion, evaluation, reassignment, discipline, or retaliation.

(c) Libel, slander, humiliation, defamation, or invasion of privacy.

(d) Violation of civil rights.

(M) **First named insured** means the **insured** first identified in Declarations Item 1.

(N) **Hazardous properties** include, but are not limited to, radioactive, toxic or explosive properties.

(O) **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.

(P) **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because

(1) It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or

(2) You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

(1) The repair, replacement, adjustment or removal of **your product** or **your work**; or

(2) Your fulfilling the terms of the contract or agreement**.**

(Q) **Injury or damage**, as used in the Nuclear Energy Liability Exclusion of this policy, includes all forms of radioactive contamination of property.

(R) **Insured** means any person or organization qualifying as such under Section II. Who is An Insured of this policy.

(S) **Insured contract** means:

(1) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**.

(2) A sidetrack agreement.

(3) An easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad.

(4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality.

(5) An elevator maintenance agreement.

(6) That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or your **employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent it obligates you or any of your **employees** to pay for **property damage** to any **auto** rented or leased by you or any of your **employees**.

(7) That part of any other contract or agreement pertaining to your business (including the indemnification of a municipality in connection with work performed for such municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

Subparagraphs (6) and (7) above do not include that part of any contract or agreement:

(a) That pertains to the loan, lease, or rental of an **auto** to the **insured** or any of its **employees**, if the **auto** is loaned, leased or rented with a driver.

(b) That holds harmless a person or organization that is engaged in the business of transporting property by **auto** for hire in connection with the **insured's** use of an **auto**, covered by the **scheduled underlying insurance**, over a route or territory that person or organization is authorized to serve by public authority.

(c) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

(d) That indemnifies an architect, engineer or surveyor in connection with preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or giving or failing to give directions or instructions.

(e) Under which the **insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **insured's** rendering or failure to render professional services, including supervisory, inspection, architectural or engineering activities.

(T) **Key executive** means the **insured's** Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel, general partner or sole proprietor.

(U) **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

(V) **Loss** means those sums you become legally obligated to pay as settlements or judgments in connection with a covered **claim**. **Loss** shall include expenses incurred to investigate a **claim** or defend a **suit** if so provided in the **scheduled underlying insurance**.

(W) **Mobile equipment** means any of the following types of land vehicles, including any machinery or equipment attached thereto that are not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where such vehicle is licensed or principally garaged, including:

(1) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

(2) Vehicles maintained for use solely on or next to premises the **insured** owns or rents.

(3) Vehicles that travel on crawler treads.

(4) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted power cranes, shovels, loaders, diggers or drills; or road construction or resurfacing equipment such as graders, scrapers or rollers.

(5) Vehicles not described in Subparagraphs (1) through (4) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(a) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(b) Cherry pickers and similar devices used to raise or lower workers.

(6) Vehicles not described in Subparagraphs (1) through (4) above that are maintained primarily for purposes other than the transportation of persons or cargo.

(7) Self–propelled vehicles with the following types of permanently attached equipment are not **mobile equipment**, but will be considered **autos**:

(a) Equipment designed primarily for snow removal, road maintenance (other than construction or resurfacing) or street cleaning.

(b) Cherry pickers and similar devices mounted on **auto** or truck chassis and used to raise or lower workers.

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

(X) **Named insured** means the person or entity identified in Declarations Item 1.

(Y) **Nuclear facility** means:

(1) A **nuclear reactor**.

(2) Equipment or devices designed or used for (a) separating the isotopes of uranium or plutonium; (b) processing or utilizing **spent fuel**; or (c) handling, processing or packaging **waste**.

(3) Equipment or devices used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the **insured's** custody 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.

(4) Any structure, basin, excavation, premises or place prepared or used for 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.

(Z) **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.

(AA) **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.

(BB) **Occurrence** means:

(1) With respect to **bodily injury** or **property damage**, an accident including continuous or repeated exposure to substantially the same general harmful conditions. All exposure to substantially the same general harmful conditions will be deemed to arise out of one **occurrence**.

(2) With respect to **personal and advertising injury,** an offense, that results in **personal and advertising injury**. All damages that arise from the same, related or repeated injurious material or offense will be deemed to arise out of one **occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants.

(CC) **Other insurance** means a policy of insurance providing coverage for damages to which this insurance also applies. **Other insurance** also means any retention in an insurance policy other than this policy whereby a party other than an insurer is responsible for all or part of any sums payable. **Other insurance** does not include:

(1) **Scheduled underlying insurance;**

(2) The **self-insured retention**; or

(3) Any policy of insurance specifically purchased to be excess of this policy and providing coverage also afforded by this policy.

(DD) **Personal and advertising injury** means injury including consequential **bodily injury**, arising out of one or more of the following offenses:

(1) False arrest, detention or imprisonment.

(2) Malicious prosecution.

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor.

(4) Oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services.

(5) Oral or written publication, in any manner, of material that violates a person's right of privacy.

(6) The use of another's advertising idea in the **insured's advertisement**.

(7) Infringing upon another's copyright, trade dress or slogan in the **insured's advertisement**.

(EE) **Policy period** means the period of time from the inception date shown in Declarations Item 2 to the earlier of the expiration date shown in Declarations Item 2 or the date this policy terminates.

(FF) **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. For purposes of this definition waste shall include materials to be recycled, reconditioned or reclaimed.

(GG) **Products-completed operations hazard** means all **bodily injury** and **property damage** occurring away from premises the **insured** owns or rents and arising out of **your product** or **your work**, except products that are still in the **insured's** physical possession, or work that has not yet been completed or abandoned. However, **your work** will be deemed complete at the earliest of the following times:

(1) When all of the work called for in the **insured's** contract has been completed.

(2) When all of the work to be done at the job site has been completed if the contract calls for work at more than one job site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

Products-completed operations hazard does not include **bodily injury** or **property damage** arising out of the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **insured** and that condition was created by the loading or unloading of that vehicle by any **insured**; or the existence of tools, uninstalled equipment or abandoned or unused materials.

(HH) **Property damage** means physical injury to tangible property, including all resulting loss of use of that property, and loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. For purposes of this insurance, **electronic data** is not tangible property.

(II) **Retained limit** means, for Insuring Agreement A, the total applicable limits of the **scheduled underlying insurance** shown in Declarations Item 5 or the actual limits of such **scheduled underlying insurance**, whichever is greater; and, for Insuring Agreement B, the **self-insured retention**.

(JJ) **Scheduled underlying insurance** means:

(1) The policy or policies of insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and

(2) Any renewal or replacement of any policy identified in Subparagraph (1) above.

Scheduled underlying insurance does not include a policy of insurance specifically purchased to be excess of this policy.

(KK) **Self-insured retention** means the dollar amount set forth in Declarations Item 4 that the **insured** must pay before we are responsible to make payment under Insuring Agreement B. The **self-insured retention** does not apply to **occurrences** that would have been covered by the **scheduled underlying insurance** but for the exhaustion of the applicable limits by the payment of **loss**.

(LL) **Source material** has the meaning given it in the Atomic Energy Act of 1954 or any law amendatory thereof.

(MM) **Special nuclear material** has the meaning given it in the Atomic Energy Act of 1954 or any law amendatory thereof.

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

(OO) **Suit** means a civil proceeding in which damages because of **bodily injury**, **property damage**, or **personal and advertising injury** to which this policy applies are alleged, including:

(1) An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent.

(2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

Suit does not include any injunction or order from a governmental agency or body requesting action from any **insured**.

(PP) **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

(QQ) **Volunteer worker** means a person who is not your **employee** and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

(RR) **Waste**, as used in the Nuclear Energy Liability Exclusion of this policy, means any waste material (i) 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 (ii) resulting from the operation by any person or organization of a **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

(SS) **Your product** means:

(1) Any goods or products, other than real property, that are manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

(2) The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

(TT) **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.

Your work includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and

(2) The providing of or failure to provide warnings or instructions.

VII. CONDITIONS

(A) Actions Against Us

No person or organization shall have a right under this policy:

(1) To bring **suit** against us in connection with this policy unless, as a condition precedent thereto, all policy terms and conditions have been fully complied with and the amount of an **insured's** obligation to pay shall have been finally determined, either by judgment or written agreement between the **insured**, the claimant or claimant's representative, and us.

(2) To join us as a party to any action against an **insured** to determine the **insured'**s liability.

This insurance does not give anyone the right to add us as a party in an action against the **insured** to determine the **insured's** liability.

(B) **Appeals**

We have the right, but not the duty, to appeal any judgment in excess of the **scheduled underlying insurance** and the liability limits of **other insurance**, even if the **insured** or the insurers providing the **scheduled underlying insurance** or **other insurance** do not appeal such a judgment. If we exercise this right, we shall pay, in addition to the policy's applicable Limits of Insurance, all costs, taxes, expenses incurred and interest on judgments incidental to such an appeal.

(C) **Assignment**

Your rights and duties under this policy may not be transferred or assigned without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the **first named insured** designated in Declarations Item 1 and mailed to the address shown on the Declarations will be sufficient notice to effect cancellation of this policy.

(D) **Audit**

We may audit and examine your books and records as they relate to this policy at any time during the **policy period**, and for up to three (3) years after policy expiration or termination.

(E) **Authorization and Notices**

The **first named insured** will act on behalf of all **insureds** with respect to the giving or receiving of any notices under this policy, payment or return of premiums, and receiving and accepting policy endorsements. The **first named insured** also shall be responsible for notifying us and all **insureds** of any changes that might affect the insurance provided by this policy.

(F) **Bankruptcy or Insolvency**

The **insured's** bankruptcy, insolvency, receivership, or inability to pay, or the bankruptcy, rehabilitation, liquidation, insolvency, receivership, or inability to pay, of any insurers providing the **scheduled underlying insurance** or **other insurance** will not relieve us from the payment of **loss** covered by this policy. Under no circumstances will such bankruptcy, rehabilitation, liquidation, insolvency, receivership, or inability to pay require us to drop down, replace, or assume any obligation under the **scheduled underlying insurance** and this insurance will apply as if all the limits of any **scheduled underlying insurance** are fully available and collectible.

(G) **Cancellation and Non-Renewal**

(1) The **first named insured** may cancel this policy by mailing or delivering advance written notice to us stating when the cancellation is to take effect.

(2) We may cancel this policy by mailing or delivering to the **first named insured** written notice of cancellation at least ten (10) days before the effective date of cancellation for non-payment of premium, or ninety (90) days before the effective date of a cancellation for any other reason.

(3) We will mail or deliver notice to the **first named insured's** last mailing address known to us.

(4) Notice of cancellation will state the effective date of cancellation. The **policy period** will end on the day and hour stated in the cancellation notice.

(5) If this policy is cancelled we will send to the **first named insured** any premium refund due as follows:

(a) If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Declarations Item 6.

(b) If the **first named insured** cancels, final premium will be based on the time this policy was in force. The return premium will be calculated at ninety percent (90%) of the pro rata unearned premium. Final premium will not be less than the short rate share of the Minimum Premium shown in Declarations Item 6.

(6) Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. We or our representative's check, mailed or delivered, shall be sufficient tender of any refund due.

(7) If we decide not to renew this policy, we will mail or deliver to the **first named insured** written notice of the non-renewal not less than thirty (30) days before the expiration date.

(8) If notice is mailed, proof of mailing will be sufficient proof of notice under this condition.

(9) Any of these provisions that conflict with a law that controls the cancellation or non-renewal of this policy are hereby changed to comply with that law.

(H) **Changes**

Notice to any agent or knowledge possessed by any agent of ours, or any other person, will not affect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement issued by us or our authorized representative and made part hereof.

(I) **Duties in the Event of an Occurrence, Claim or Suit**

(1) You must see to it that we are notified as soon as practicable of an **occurrence** that is likely to involve this policy. To the extent possible, notice should include:

(a) How, when and where the **occurrence** took place.

(b) The names and addresses of any injured persons and any witnesses.

(c) The nature and location of any injury or damage arising out of the **occurrence.**

(2) If a **claim** is made against any **insured** that is reasonably likely to involve this policy, you must notify us in writing as soon as practicable. You and any other involved **insured** must:

(a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**.

(b) Authorize us to obtain records and other information.

(c) Cooperate with us in the investigation, settlement or defense of the **claim.**

(d) Assist us in the enforcement of any right against any person or organization that may be liable to the **insured** because of injury or damage to which this insurance may also apply.

(e) Written notice should be mailed to the following address:

XL Group
PO Box 614002
Orlando, FL 32861-4002
Email:
napropcasclaimnewnotices@xlgroup.com

(3) No **insured** will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our expressed consent.

(J) **Headings**

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

(K) **Inspection**

We or our duly authorized agent have the right, but not the duty, to:

(1) Make inspections and surveys of the **insured's** premises and operations at any time.

(2) Recommend changes.

(3) Conduct loss control and prevention activity.

Such inspections, surveys, reports, or recommendations are for our benefit and relate to insurability of the risk and the premium to be charged for this policy, and do not constitute a representation or warranty that the **insured's** premises, operations or conditions are safe or healthy, or comply with applicable laws, regulations or codes.

(L) **Maintenance of Underlying Insurance**

During the **policy period** you agree:

(1) To keep **scheduled underlying insurance** in full force and effect.

(2) That the terms, definitions, conditions and exclusions of **scheduled underlying insurance** will not materially change.

(3) That the policy limits for the **scheduled underlying insurance** shall not decrease, except for any reduction or exhaustion of aggregate limits by payment of **loss**.

(4) That the coverage of any renewals or replacements of **scheduled underlying insurance** will be no less broad than, and carry limits of insurance equal to or greater than, the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have been if you fully complied with these requirements.

(M) **Other Insurance**

If **other insurance** applies to damages covered by this policy, this policy will apply excess of such **other insurance**. However, this provision will not apply:

(1) If the **other insurance** is written to be excess of this policy.

(2) With respect to Insuring Agreement A only, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or entity's coverage, but only with respect to damages arising out of insured operations or work on your behalf performed under such written contract. When this Paragraph (2) applies, the coverage available to the other person or organization will be the lesser of the policy's Limits of Insurance or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

(3) Nothing in this Condition (M) shall make this policy subject to the terms, conditions and limitations of such **other insurance**.

(N) **Premium**

(1) The **first named insured** shall be responsible for payment of all premiums when due.

(2) The premium for this policy shall be computed on the basis set forth in Declarations Item 6. At the beginning of the **policy period**, the **first named insured** must pay us the Premium shown in Declarations Item 6.

(3) When this policy expires or is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the original premium paid, you will promptly pay us the difference. If the earned premium is less than the original premium paid, we will return the difference to you. But in any event, we shall retain the Minimum Premium as shown in Declarations Item 6 for each twelve (12) months of the **policy period**.

(O) **Separation of Insureds**

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to you, this insurance applies as if each **insured** were the only **insured**, and separately to each **insured** against whom **claim** is made or **suit** is brought.

(P) **Transfer of Rights of Recovery**

(1) If any **insured** has the right to recover all or part of any payment we have made under this policy, those rights are transferred to us**.** You must do nothing after **loss** to impair these rights and must help us enforce them. If, prior to the time of an **occurrence**, you and the insurer of **scheduled underlying insurance** waive any right of recovery against a specific person or organization for injury or damage as required under an **insured contract**, we also will waive any rights it may have against such person or organization.

(2) Any recoveries shall be applied as follows:

(a) Any person or organization, including you, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first.

(b) We will then be reimbursed up to the amount we have paid.

(c) Lastly, any person or organization, including you, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery shall be apportioned among the persons or organizations, including you, in the ratio of their respective recoveries as finally determined.

(Q) **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of this policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

ENDORSEMENT #001

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FORMS AND ENDORSEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Declarations Item 7 is completed to read as follows:

Endorsement Number	Form Number	Form Title
	XCU 050 0811	Commercial Excess Follow Form and Umbrella Liability Policy
	PN CW 01 0123	Fraud Notice
	PN CW 05 0525	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC")
	MCS-90 0525	Endorsement for Motor Carrier Policies of Insurance for Publis Liability Under Sections 29 and 30 of the Moter Carrier Act of 1980
	PN CA 02 0524	Important Information to Policyholders - California
	PN CW 02 0119	Privacy Policy
Endorsement No. 001	XCU 301 0811	Schedule Of Forms And Endorsements
Endorsement No. 002	IL MP 9104 0124 XLS	In Witness - XL Specialty Insurance Company
Endorsement No. 003	XCU 300 0217	Schedule of Underlying Insurance
Endorsement No. 004	XCU 723 0811	Radioactive Material Exclusion (Applicable to Insuring Agreements A & B)
Endorsement No. 005	XCU 738 0811	Superfund Exclusion (Applicable to Insuring Agreement B)
Endorsement No. 006	XCU 654 0811	Employers' Liability Exclusion (Applicable to Insuring Agreement B)
Endorsement No. 007	XCU 750E 0811	Broad Form Professional Liability Exclusion (Applicable to Insuring Agreements A and B)
Endorsement No. 008	XCU 627 0811	Contractors Excluded Hazards Endorsement (Applicable to Insuring Agreement B)
Endorsement No. 009	XCU 668 0811	Foreign Liability Exclusion (Applicable to Insuring Agreements A & B)
Endorsement No. 010	XCU 680 0811	Lead Exclusion (Applicable to Insuring Agreements A & B)
Endorsement No. 011	XCU 600 0320	ABUSE OR MOLESTATION EXCLUSION (Applicable to Insuring Agreements A and B)
Endorsement No. 012	IXI 403 01 10	Additional Named Insured Endorsement
Endorsement No. 013	XCU 900 0115	Exclusion Of Certified Acts Of Terrorism And Other Acts

		Of Terrorism(Applicable To Insuring Agreements A And B)
Endorsement No. 014	XCU 902 0811	Exclusion of Auto Terrorism (Applicable to Insuring Agreements A & B)
Endorsement No. 015	XCU 734 0811	Silica And Silica-Related Dust Exclusion (Applicable to Insuring Agreements A & B)
Endorsement No. 016	IXI 405 0910	Cancellation Notification to Others Endorsement
Endorsement No. 017	XCU 100-CA 0811	California Changes - Cancellation and Non-Renewal
Endorsement No. 018	XCU 455 0219	Vermont Excess Uninsured/Underinsured Motorists Coverage (Applicable to Insuring Agreements A and B)
Endorsement No. 021	XCU 649 0811	Electromagnetic Radiation Exclusion (Applicable to Insuring Agreements A & B)
Endorsement No. 022	XCU 652 0811	Employee Benefits Liability Exclusion (Applicable to Insuring Agreement B)
Endorsement No. 023	XCU 658 0811	Erroneous Delivery Exclusion (Applicable to Insuring Agreement B)
Endorsement No. 024	XCU 670 0811	Fungi Or Bacteria Liability Exclusion (Applicable to Insuring Agreements A & B)
Endorsement No. 025	XCU 751 0513	Pollution Exclusion with Exceptions for Auto Loading and Unloading and Upset or Collision Endorsement (Applicable to Insuring Agreement A)
Endorsement No. 026	XCU 759 0513	Liquor Liability Exclusion Applicable to Insuring Agreement B
Endorsement No. 027	XCU 763 1213	Violation of Communication or Information Laws Exclusion (Applicable to Insuring Agreement A and B)
Endorsement No. 028	XCU 764 0320	Access or Disclosure of Confidential or Personally Identifiable Information and Data-Related Liability Exclusion (Applicable to Insuring Agreements A and B)
Endorsement No. 029	XCU 452 0519	Amendment To Condition (I) Duties In The Event Of An Occurrence, Claim Or Suit (Applicable to Insuring Agreements A and B)
Endorsement No. 030	XCU 803 0623	PFAS/ PFOA/ PFOS EXCLUSION (Applicable to Insuring Agreements A and B)

All other terms and conditions remain the same.

IN WITNESS

XL SPECIALTY INSURANCE COMPANY

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Lucy Pilko	Toni Ann Perkins
President	Secretary

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Declarations Item 5. is completed to read as follows:

Coverage:	Commercial General Liability	
Insurer	Greenwich Insurance Company	
Policy Number:	GEC003992913	
Policy Period:	February 15, 2026 to February 15, 2027	
	$ 1,000,000	Each Occurrence
	$ 2,000,000	General Aggregate
	$ 2,000,000	Products/Completed Operations Aggregate

Coverage:	Automobile Liability	
Insurer	XL Specialty Insurance Company	
Policy Number:	AEC003993013	
Policy Period:	February 15, 2026 to February 15, 2027	
	$ 1,000,000	Combined Single Limit

Coverage:	Employers' Liability	
Insurer	XL SPECIALTY INS. CO.	
Policy Number:	WEC300137908	
Policy Period:	October 28, 2025 to October 28, 2026	
	$ 1,000,000	Each Accident
	$ 1,000,000	Each Employee
	$ 1,000,000	Each Policy

Coverage:	Automobile Liability	
Insurer:	XL SPECIALTY INS. CO.	
Policy Number:	AEC005853405	
Policy Period:	February 15, 2026 to February 15, 2027	
	$ 1,000,000	Combined Single Limit

All other terms and conditions remain the same.

ENDORSEMENT #004

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE MATERIAL EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (A):

This insurance does not apply to:

Radioactive material, including, but not limited to, the selling, disposing or handling of any radioactive material or equipment by any **insured.**

All other terms and conditions remain the same.

ENDORSEMENT #005

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPERFUND EXCLUSION
(Applicable to Insuring Agreement B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (C):

This insurance does not apply to:

The **named insured's** transportation to any actual or proposed National Priority List site (Superfund sites).

This policy also does not provide coverage or defense for any **claims** arising out of work performed on any actual or proposed National Priorities List site (Superfund sites) other than those sites specifically scheduled onto this policy by endorsement.

All other terms and conditions remain the same.

ENDORSEMENT #006

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY EXCLUSION
(Applicable to Insuring Agreement B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (C):

This insurance does not apply to:

Bodily injury to any employee of the **insured** arising out of and in the course of his or her employment by the **insured** or performance of duties related to the conduct of the **insured's** business.

All other terms and conditions remain the same.

ENDORSEMENT #007

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM PROFESSIONAL LIABILITY EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

This insurance does not apply to:

Bodily injury, **property damage** or **personal and advertising Injury** arising from, attributable to, related to, or in any way connected with, in whole or in part, directly or indirectly, liability arising out of any error or omission, malpractice, or mistake of a **professional act or service** committed or alleged to have been committed by or on behalf of the **insured** in the conduct of any of the **insured's** business activities.

For the purposes of this endorsement, the following definition is added to Section VI. Definitions:

Professional act or service means an act or service arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill wherein the labor or skill involved is predominantly mental or intellectual rather than physical or manual.

All other terms and conditions remain the same.

ENDORSEMENT #008

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXCLUDED HAZARDS ENDORSEMENT
(Applicable to Insuring Agreement B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (C):

This insurance does not apply to:

(1) (a) **property damage** to any property or equipment leased by the **insured;** or

(b) **property damage** to any property being installed, erected, or worked upon by the **insured**, his agents, or subcontractors; or

(c) any liability arising out of any project insured under a wrap-up or any similar rating plan, or any joint venture; or

(d) any liability arising out of any professional services performed by or on behalf of the **insured** including the preparation or approval of maps, plans, opinions, reports, surveys, designs, or specifications, and any supervisory, inspection, or engineering services.

(2) **Property damage** arising out of:

(a) blasting or explosion other than the explosion or air of steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment; or

(b) the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work, or caisson work, or (2) moving, shoring, underpinning, raising, or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or

(c) injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

All other terms and conditions remain the same.

ENDORSEMENT #009

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN LIABILITY EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (A):

This insurance does not apply to:

An **occurrence** happening outside the United States of America, its territories or possessions or Canada.

All other terms and conditions remain the same.

ENDORSEMENT #010

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (A):

This insurance does not apply to:

(1) **Bodily injury**, **property damage** or **personal and advertising injury** arising out of lead, including but not limited to the ingestion, inhalation or absorption of lead in any form;

(2) Any **loss**, cost or expense arising out of any request, demand or order 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 lead; or

(3) Any **loss**, cost or expense arising out of any **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 lead.

All other terms and conditions remain the same.

ENDORSEMENT #011

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

I. Section V. Exclusions, (A) is amended to include the following additional exclusion:

Abuse or Molestation

This insurance does not apply to any liability based upon, arising out of, resulting from, related to (whether directly or indirectly), in any way involving, or in any way associated with:

(a) **Abuse or molestation**; or

(b) Any actual or alleged:

(i) Employment, retention, management, training, or supervision;

(ii) Investigation, report, direction, instruction, recommendation, representation, warning, or advice;

(iii) Violation of any federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law; or

(iv) Act, error, omission, or failure of any of (b)(i), (b)(ii), or (b)(iii) above, including but not limited to any failure to prevent or report or any act of retaliation,

of, in any way involving, or in any way associated with any act, error, omission, or conduct that is excluded by (a) above.

II. Section VI. Definitions is amended to include the following additional definition:

Abuse or molestation means any actual, alleged, or threatened:

(1) Sexual, physical, emotional, or mental abuse, molestation, harassment, retaliation, intimidation, assault, battery, or misconduct;

(2) Sexual, physical, emotional, or mental victimization or exploitation;

(3) Sexual, physical, emotional, or mental intimacy;

(4) Sexual or physical contact or touching of any part of the body, including but not limited to any sexual intercourse, kissing, or fondling;

(5) Sexual, physical, emotional, or mental advance, solicitation, request, demand, coercion, or requirement; or

(6) Sexual, lewd, lascivious, licentious, pornographic, illegal, inappropriate, or offensive act, error, omission, or conduct, including but not limited to any language, image, photo, audio, video, recording, or other oral, verbal, visual, written, electronic, or digital statement, content, or data.

All other terms and conditions remain the same.

ENDORSEMENT #012

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

NAMED INSURED ENDORSEMENT

It is agreed that **Item I. NAMED INSURED** of the policy declarations page, is amended to include the following:

ENVIRONMENTAL LOGISTICS, INC.

FILTER RECYCLING SERVICES INC.

HAZMAT, INC.

VARIETY EMPLOYMENT, INC.

CONTAINER MANAGEMENT SERVICES, LLC

HAZMAT WEST, LLC

FINANCING AND RECEIVING SERVICES

MORGAN HAVEN, LLC

HAZMAT ENVIRONMENTAL SERVICES, INC. DBA: TRANS-ENVIRONMENTAL SERVICES, LLC

THE WATER QUALITY COMPANY

____
(Authorized Representative)

ENDORSEMENT #013

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

I. The following is added to Section V. Exclusions, (A):

This insurance does not apply to:

Any injury or damage arising, directly or indirectly, out of a **certified act of terrorism**, or out of any **other act of terrorism**. However, with respect to any **other act of terrorism,** this exclusion applies only when one or more of the following are attributed to such act of terrorism:

(a) The total of insured damage to all types of property exceeds $25 million (valued in US dollars). In determining whether the $25 million threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

(b) Fifty (50) or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

(i) Physical injury that involves a substantial risk of death; or

(ii) Protracted and obvious physical disfigurement; or

(iii) Protracted loss of or impairment of the function of a bodily member or organ; or

(c) The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

(d) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

(e) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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

II. For the purposes of this endorsement, the following definitions are added to Section VI. Definitions:

(a) **Any injury or damage** means any injury or damage covered under any coverage part or underlying insurance to which this endorsement is applicable, and includes but is not limited to **bodily injury**, **property damage**, **personal and advertising injury**, injury or environmental damage as may be defined in any applicable coverage part or underlying insurance.

(b) **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act and any amendment thereto. The criteria contained in the federal Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

(i) 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;

(ii) 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 this policy or affect the conduct of the United States Government by coercion.

(c) **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 (72) 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.

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

IV. This policy will not recognize the reduction or exhaustion of underlying limits of insurance by the payment of damages or expenses for the investigation or settlement of any **claim** or **suit** involving a **certified act of terrorism** or **other act of terrorism** subject to this exclusion.

All other terms and conditions remain the same.

ENDORSEMENT #014

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF AUTO TERRORISM
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

I. The following is added to Section V. Exclusions (A):

This insurance does not apply to:

Terrorism

The Company will not pay for **any injury or damage** caused directly or indirectly by **terrorism**, including action in hindering or defending against an actual or expected incident of **terrorism. Any injury or damage** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

Multiple incidents of **terrorism** which occur within a seventy two (72) hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

In the event of any incident of **terrorism** that is not subject to this exclusion, coverage does not apply to **any injury or damage** that is otherwise excluded.

II. For the purposes of this endorsement, the following is added to Section VI. Definitions:

(A) **Terrorism** means activities against persons, organizations or property of any nature:

(1) That involve the following or preparation for the following:

(a) Use or threat of force or violence; or

(b) Commission or threat of a dangerous act; or

(c) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

(2) When one or both of the following applies:

(a) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

(B) **Any injury or damage** as used in the **terrorism** exclusion of this endorsement means any injury or damage arising out of the ownership, maintenance or use of any **auto** that is covered by a policy of insurance shown in the **scheduled underlying insurance**.

All other terms and conditions remain the same.

ENDORSEMENT #015

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA AND SILICA-RELATED DUST EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (A):

This insurance does not apply to:

(1) The actual, alleged, threatened or suspected inhalation of, or ingestion of **silica** or **silica-related dust**.

(2) The actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of **silica** or **silica-related dust**.

(3) Any **loss**, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of **silica** or **silica-related dust** by any **insured** or by any other person or entity.

For the purposes of this endorsement, the following definitions are added to Section VI. Definitions:

Silica means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

Silica-related dust means a mixture or combination of **silica** and other dust or particles.

All other terms and conditions remain the same.

ENDORSEMENT #016

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Port of San Francisco	Pier 1, The Embarcadero San Francisco, CA 94111	30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #017

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NON-RENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Section VII. Conditions, (G) Cancellation and Non-Renewal is replaced with the following:

(G) Cancellation and Non-Renewal

(1) The **first named insured** may cancel this policy by mailing or delivering advance written notice to us stating when the cancellation is to take effect.

(2) All Policies in Effect For Sixty (60) Days Or Less

If this policy has been in effect for sixty (60) days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the **first named insured** at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation:

(a) At least ten (10) days before the effective date of cancellation if we cancel for non-payment of premium, or

(b) Ninety (90) days before the effective date of a cancellation for any other reason.

(3) All Policies In Effect For More Than Sixty (60) Days

(a) If this policy has been in effect for more than sixty (60) days, or is a renewal of a policy we issued, we may cancel this only upon the occurrence, after the effective date of the policy, of one or more of the following:

(i) Non-payment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(ii) Discovery of fraud or material misrepresentation by:

a. Any insured or his or her representative in obtaining this insurance; or

b. You or your representative in pursuing a claim under this policy.

(iii) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(iv) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(v) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(vi) A determination by the Commissioner of Insurance that the:

a. Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

b. Continuation of the policy coverage would:

1. Place us in violation of California law or the laws of the state where we are domiciled; or

2. Threaten our solvency.

(vii) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

(viii) A material change in limits, type or scope of coverage, or exclusions in one or more of the underlying policies.

(ix) Cancellation or non-renewal of one or more of the underlying policies where such policies are not replaced without lapse.

(x) A reduction in financial rating or grade of one or more insurers, insuring one or more underlying policies based on an evaluation obtained from a recognized financial rating organization.

(b) We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the **first named insured**, at the mailing address shown in the policy, and to the producer of record, at least:

(i) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or

(ii) Ninety (90) days before the effective date of a cancellation for any other reason.

(4) Notice of cancellation will state the effective date of cancellation. The **policy period** will end on the day and hour stated in the cancellation notice.

(5) If this policy is cancelled we will send to the **first named insured** any premium refund due as follows:

(a) If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Declarations Item 6.

(b) If the **first named insured** cancels, final premium will be based on the time this policy was in force. The return premium will be calculated ninety percent (90%) of the pro rata unearned premium. Final premium will not be less than the short rate share of the Minimum Premium shown in Declarations Item 6.

(6) Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. We or our representative's check, mailed or delivered, shall be sufficient tender of any refund due.

(7) If we decide not to renew this policy, we will mail or deliver written notice stating the reason for non-renewal to the **first named insured** not less than thirty (30) days, but not more than one hundred twenty (120) days, before the expiration or anniversary date.

We will mail or deliver our notice to the **first named insured**, and to the producer of record, at the mailing address shown in the policy.

(8) If notice is mailed, proof of mailing will be sufficient proof of notice under this condition.

(9) Any of these provisions that conflict with a law that controls the cancellation or non-renewal of this policy are hereby changed to comply with that law.

All other terms and conditions remain the same.

ENDORSEMENT #018

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VERMONT EXCESS UNINSURED/UNDERINSURED MOTORISTS COVERAGE
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

For a **covered auto** licensed or principally garaged in Vermont, this endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

SCHEDULE

Limit Of Insurance:	**$** 100,000	**Bodily Injury and Property Damage Combined Single Limit**

Uninsured/Underinsured Motorist Retained Limit: **$** 1,000,000

I. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section I. Insuring Agreements, (A) is amended to include the following additional provisions:

(A) Subject to the Limit of Insurance shown in the Schedule of this endorsement, we will pay those amounts the **insured** is legally entitled to recover as compensatory damages in excess of the **uninsured/underinsured motorist retained limit**, from the owner or driver of an **uninsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured** or **property damage** caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle**.

(B) Any judgment for damages arising out of a **suit** brought without our written consent is not binding on us.

(C) With respect to damages resulting from such an accident with a vehicle described in Paragraph (b) of the definition of **uninsured motor vehicle**, we will pay only if Paragraph (1) or (2) below applies:

(1) The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

(2) A tentative settlement has been made between an **insured** and the insurer of the vehicle described in Paragraph (b) of **uninsured motor vehicle** and we:

(i) Have been given prompt written notice of such tentative settlement; and

(ii) Advance payment to the **insured** in an amount necessary to equal the tentative settlement within thirty (30) days after receipt of notification.

II. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section II. Who Is An Insured, (A) is amended to include the following:

If the **named insured** is designated in the Declarations as:

(a) An individual, then only the following are **insureds**:

(i) The **named insured** and any **family members**.

(ii) Anyone else **occupying** a **covered auto** or a temporary substitute for a **covered auto**. The **covered auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.

(iii) Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.

(b) A partnership, limited liability company, corporation or any other form of organization, then the following are **insureds**:

(i) Anyone **occupying** a **covered auto** or a temporary substitute for a **covered auto**. The **covered auto** must be out of service because of its breakdown, repair, servicing, loss or destruction.

(ii) Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.

III. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section IV. Limits of Insurance is amended to include the following additional provisions:

(1) Regardless of the number of **covered autos**, **insureds**, premiums paid, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident in excess of the **uninsured/underinsured motorist retained limit** is the limit of Excess Uninsured/Underinsured Motorists Coverage shown in the Schedule of this endorsement. The limit of Excess Uninsured/Underinsured Motorists Coverage is not subject to the Each Occurrence Limit (Liability Coverage) shown in the Declarations.

(2) No one will be entitled to receive duplicate payments for the same elements of **loss** under this endorsement and any other part of this policy.

We will not make a duplicate payment under this coverage for any element of **loss** for which payment has been made by or for anyone who is legally responsible.

IV. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section V. Exclusions, (A), Exclusion (5) is deleted in its entirety and replaced by the following:

(5) **No-Fault Laws**

This insurance does not apply to any obligation of the **insured** under any No-Fault law or any similar law.

V. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section V. Exclusions, (A) is amended to include the following additional exclusions:

This insurance does not apply to:

(a) Any **loss**, cost, or expense payable under or resulting from any first party physical damage coverage; personal injury protection or auto medical payments coverage.

(b) Any **claim** settled by the **insured** or any legal representative of the **insured** with the owner or driver of an **uninsured motor vehicle** without our prior written consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph (b) of the definition of **uninsured motor vehicle** in accordance with the procedure described in Paragraph I.(C)(2).

(c) The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

(d) Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

(e) Punitive or exemplary damages.

(f) **Bodily injury** or **property damage** sustained by:

(i) An individual **named insured** while **occupying** or when struck by any vehicle owned by that **named insured** that is not a **covered auto** for Excess Uninsured/Underinsured Motorists Coverage under this endorsement;

(ii) Any **family member** while **occupying** or when struck by any vehicle owned by that **family member** that is not a **covered auto** for Excess Uninsured/Underinsured Motorists Coverage under this endorsement; or

(iii) Any **family member** while **occupying** or when struck by any vehicle owned by the **named insured** that is insured for Excess Uninsured/Underinsured Motorists Coverage under any other policy.

(g) **Property damage** to an **auto** or to property contained in an **auto** owned by the **named insured** which is not a **covered auto**.

(h) **Property damage** for which the **insured** has been or is entitled to be compensated by other property or physical damage insurance.

VI. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section VI. Definitions is amended to include the following additional definitions:

(1) **Covered auto** means an **auto** to which **scheduled underlying insurance** applies.

(2) **Family member** means a person related to an individual **named insured** by blood, marriage (including civil union if legally recognized) or adoption, who is a resident of such **named insured's** household, including a ward or foster child.

(3) **Occupying** and/or **occupied** means in, upon, getting in, on, out or off.

(4) **Uninsured motor vehicle** means a land motor vehicle or trailer:

(a) For which no liability bond or policy applies at the time of an accident;

(b) That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or trailer for which the sum of the limits of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a **covered auto** is principally garaged but:

(i) That sum is less than the sum of the limits of all Uninsured/Underinsured Motorists Coverage applicable to the **insured**; or

(ii) The available liability insurance has been reduced by payments to others injured in the accident to an amount which is less than the limits of this coverage applicable to the **insured**.

(c) For which an insuring or bonding company denies coverage or is or becomes insolvent within one year of the date of the accident; or

(d) Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

(i) Hit an **insured**, a **covered auto**, a vehicle an **insured** is **occupying** or the property of an **insured**; or

(ii) Cause an accident resulting in **bodily injury** to an **insured** without hitting an **insured**, a **covered auto** or a vehicle an **insured** is **occupying.** We will only accept competent evidence which may include the testimony, under oath, of a person making a **claim** under this or any similar coverage.

However, **uninsured motor vehicle** does not include any vehicle:

(i) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(ii) Owned by a governmental unit or agency while being used within the scope of permission of that governmental unit or agency; or

(iii) Designed for use mainly off public roads while not on public roads.

(5) **Uninsured/underinsured motorist retained limit** is the limit that must be paid before we will make any payment under the terms of this endorsement and it must be equal to the total applicable **auto** liability limit(s) of **scheduled underlying insurance**.

VII. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section VI. Definitions is amended to delete in its entirety definition (HH) and replace it with the following:

(HH) **Property damage** means injury or destruction of a **covered auto** or property contained in the **covered auto**.

VIII. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section VII. Conditions is amended as follows:

(1) Condition (M) **Other Insurance** is deleted in its entirety and replaced by the following:

Other Insurance

Any insurance we provide under this endorsement will be excess to the limits of any **other insurance** paid or available for payment to an **insured**, except other applicable Uninsured/Underinsured Motorists Coverage written as excess or umbrella.

If there is other such applicable umbrella or excess uninsured/underinsured motorists insurance, we will pay only our share of the **loss**. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits of insurance for coverage written as umbrella or excess.

(2) Condition (I) **Duties in the Event of an Occurrence, Claim or Suit** is amended to include the following additional provisions:

Specifically as respects to any **occurrence** which may result in an excess uninsured/underinsured motorists **claim** for coverage under this policy:

(a) A person seeking coverage must promptly notify the police if a hit-and-run driver is involved, and

(b) A person seeking coverage must promptly send us copies of the legal papers if a **suit** is brought.

(c) A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph (b) of the definition of **uninsured motor vehicle** must also promptly notify us in writing of a tentative settlement between the **insured** and the insurer and allow us to advance payment to that **insured** in an amount necessary to equal the tentative settlement within thirty (30) days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

(3) Condition (P) **Transfer of Rights of Recovery** is amended to include the following additional provisions:

If we make any payment and the **insured** recovers from another party, the **insured** shall hold the proceeds in trust for us and pay us back the amount we have paid.

We will be entitled to recovery only after the **insured** has been fully compensated for the **loss** or damage sustained.

If the **insured** settles with or recovers against any person, any reimbursement due to us under this section shall be reduced by deducting a fair portion of all reasonable expenses of recovery incurred in effecting the settlement or recovery. The expenses of recovery shall be apportioned between the parties as their interests appear at the time of the settlement or recovery.

Our rights do not apply under this provision with respect to damages caused by an accident with a vehicle described in Paragraph (b) of the definition of **uninsured motor vehicle** if we:

(a) Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of a vehicle described in Paragraph (b) of the definition of **uninsured motor vehicle**; and

(b) Fail to advance payment to the **insured** in an amount equal to the tentative settlement within thirty (30) days after receipt of notification.

If we advance payment to the **insured** in an amount necessary to equal the tentative settlement within thirty (30) days after receipt of notification:

(a) That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Excess Uninsured/Underinsured Motorists Coverage; and

(b) We also have a right to recover the advanced payment.

IX. For the purpose of the Excess Uninsured/Underinsured Motorists Coverage afforded by this endorsement, Section VII. Conditions is amended to include the following additional conditions:

(1) **Arbitration**

(a) If we and an **insured** disagree whether the **insured** is legally entitled to recover damages from the owner or driver of an **uninsured motor vehicle** or do not agree as to the amount of damages that are recoverable by that **insured**, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within thirty (30) days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

(b) Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

However, this Arbitration Condition does not apply to the following state(s): Georgia, Louisiana, Maryland, Montana, Virginia or West Virginia.

(2) **Conformance to Vermont Uninsured Motorist and/or Underinsured Motorist Law**

To the extent any term of this policy conflicts with any applicable Vermont Uninsured/Underinsured Motorists law, the term shall be deemed amended so as to conform to minimum requirements of the Vermont Uninsured/Underinsured Motorists law. However, under no such circumstance shall any term be amended to be broader than the minimum requirements of the Vermont Uninsured/Underinsured Motorists law.

All other terms, definitions, conditions and exclusions of this Policy remain unchanged.

ENDORSEMENT #021

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTROMAGNETIC RADIATION EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (A):

This insurance does not apply to:

(1) Exposure to **electromagnetic radiation**;

(2) **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 **electromagnetic radiation**; or

(3) Any fees, costs or expenses of any nature whatsoever in the investigation or defense of any **claim** or **suit** arising out of or involving **electromagnetic radiation**.

For the purposes of this endorsement, the following definitions are added to Section VI. Definitions:

Abatement costs mean any actual or potential damages, costs, fees or expenses, including the costs of inspection, removal, replacement or treatment.

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, utilization, or existence of a substance or product.

Electromagnetic radiation includes but is not limited to magnetic fields or any combination of magnetic fields, charges, currents, energy or forces generated or transmitted through or via the medium, methods and equipment designed to generate, produce, store, distribute or transport **electromagnetic radiation**.

Equitable relief means any actual or potential award, costs, fees, or expenses arising out of or involving complying with a court or administrative order, other than an award of damages, including but not limited to: specific performance, reformation of contracts, declaratory judgments, injunctions, temporary restraining orders, and other decrees and special orders.

All other terms and conditions remain the same.

ENDORSEMENT #022

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY EXCLUSION
(Applicable to Insuring Agreement B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (C):

This insurance does not apply to:

Bodily injury, property damage and **personal and advertising injury** arising out of:

(1) any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government mandated disability benefits; or

(2) any act, error or omission committed by or on behalf of the **insured** solely in the performance of one or more of the following administrative duties or activities:

(a) giving counsel to employees with respect to a **plan**;

(b) interpreting a **plan**;

(c) handling of records in connection with a **plan**;

(d) effecting enrollment, termination or cancellation of employees under a **plan**; or

(e) any **claim** against an **insured** solely by reason of his, her or its status as an administrator, the **plan** or you as sponsor of the **plan**.

For the purposes of this endorsement, the following definitions are added to Section VI. Definitions:

Claim means a written demand upon the **insured** for compensatory damage or services and shall include the service of **suit** or institution of arbitration proceedings against the **insured**.

ERISA means the Employee Retirement Income Security Act of 1974 (including amendments related to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a **plan** is subject.

Plan means any **plan**, fund or program established anywhere in the world, regardless of whether it is subject to regulation under Title 1 of **ERISA** or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended and which is:

(1) a welfare **plan**, as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government mandated disability benefits.

(2) a pension **plan** as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government mandated disability benefits; or

(3) a combination of (1) and (2), above.

All other terms and conditions remain the same.

ENDORSEMENT #023

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRONEOUS DELIVERY EXCLUSION
(Applicable to Insuring Agreement B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (C):

This insurance does not apply to:

Bodily injury, property damage and **personal and advertising injury** arising out of:

(1) The delivery of any product into a wrong receptacle or to a wrong address; or

(2) The erroneous delivery of one product for another,

whether the **claim**, liability, damage, **loss**, cost or expense, occurs at the same time of such delivery or after such operations have been completed or abandoned at the site of the delivery.

All other terms and conditions remain the same.

ENDORSEMENT #024

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA LIABILITY EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

The following is added to Section V. Exclusions, (A):

This insurance does not apply to:

(a) Any liability which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(b) Any **loss**, cost or expenses arising out of the abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of **fungi** or bacteria, by any **insured** or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

For the purposes of this endorsement, the following definition is added to Section VI. Definitions:

Fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All other terms and conditions remain the same.

ENDORSEMENT #025

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION WITH EXCEPTIONS FOR AUTO LOADING AND UNLOADING AND UPSET OR COLLISION ENDORSEMENT
(Applicable to Insuring Agreement A)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Section V. Exclusions, Exclusion (B) (1) for Insuring Agreement (A) is deleted from the policy and replaced by the following:

This insurance does not apply to:

(1) Pollution

(a) The actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants** at any time;

(b) Any request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or

(c) Any **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**.

However, Paragraph (1) Pollution of this exclusion will not apply to:

(a) **Bodily injury**;

(b) **Property damage**; or

(c) cost or expense arising out of:

(i) Any request, demand, or order; or

(ii) Any **claim** or **suit** by or on behalf of a governmental authority demanding that the **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**,

caused by an accident and resulting from the ownership, maintenance or use of covered **autos**, except where such **bodily injury, property damage,** or such cost or expense arises out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

(1) Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the covered **auto**; or

(2) After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.

Paragraphs (1) and (2) above do not apply to accidents that occur away from the premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

(a) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and

(b) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

The extension of coverage provided by this endorsement shall not apply unless such coverage is available to the **insured** in all **scheduled underlying insurance** for the full Limits of Insurance of such **scheduled underlying insurance**. If **scheduled underlying insurance** does not apply for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then this extension of coverage under Insuring Agreement (A) will not apply.

All other terms and conditions remain the same.

ENDORSEMENT #026

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY EXCLUSION APPLICABLE TO INSURING AGREEMENT B

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Section V. Exclusions, (C) (10) is deleted in its entirety and replaced by the following:

This insurance does not apply to:

(10) **Liquor Liability**

Bodily injury or **property damage** for which the **insured** may be held liable by reason of:

(a) Causing or contributing to the intoxication of any person;

(b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(c) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

In addition to (a), (b), and (c) above, this exclusion applies to any **claims** against any **insured** that allege negligence or other wrongdoing in:

1. The supervision, hiring, employment, training or monitoring of others by that **insured**; or

2. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

All other terms and conditions remain the same.

ENDORSEMENT #027

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIOLATION OF COMMUNICATION OR INFORMATION LAWS EXCLUSION
(APPLICABLE TO INSURING AGREEMENTS A AND B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

Section V. Exclusions (A) (9) Violation of Communication or Information Laws is deleted in its entirety and replaced by the following:

Any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment thereto, that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

All other terms and conditions remain the same.

ENDORSEMENT #028

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONALLY IDENTIFIABLE INFORMATION AND DATA-RELATED LIABILITY EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

I. Section V. Exclusions, (A) is amended to include the following additional exclusion:

Access or Disclosure of Confidential or Personally Identifiable Information and Data-Related Liability

This insurance does not apply to:

(a) Any liability relating to or arising out of any unauthorized or improper access to, acquisition, collection, use or disclosure of, or failure to protect or secure any **electronic data**, **personally identifiable information**, confidential information, or any other type of non-public information, including but not limited to any patent, trade secret, processing method, customer list, or financial information;

(b) Any loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process **electronic data**;

(c) Any violation of any statute, regulation, common law, or any other law regulating or protecting access to, acquisition, collection, use or disclosure of, or failure to protect or secure **electronic data**, **personally identifiable information**, confidential information, or any other type of non-public information, including but not limited to any patent, trade secret, processing method, customer list, or financial information;

or

(d) Any notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any similar or related costs or expenses arising from that which is described in paragraphs (a), (b) or (c) above.

II. For the purpose of this endorsement, Section VI. Definitions is amended to include the following additional definitions:

Payment card means any credit card, charge card, debit card, stored value card, prepaid card, electronic payment card, or any card that is issued to an authorized card user and that allows the user to obtain goods, services, money or anything else of value from a merchant or other provider.

Personally identifiable information means any information, whether printed, digital, or electronic, encrypted or unencrypted, that can be used to identify an individual, including but not limited to such information as name, social security number, address, birth date, physical characteristics, IP address, biometric data, mobile device identifier, geo-location data, telephone number, email address, user name, text message, email, call log, contacts or address book entry, financial information, **payment card** information, health or medical information, photos or videos or internet browsing history, or non-public personal information as defined by the Family Educational Rights and Protection Act, Individuals with Disabilities Act, or Gramm-Leach-Bliley Act; provided, however, **personally identifiable information** does not include information that is lawfully available to the general public.

III. For the purpose of this endorsement, Section VI. Definitions, (J) **electronic data** is deleted in its entirety and replaced by the following definition:

(J) **Electronic data** means information, facts or programs, whether printed, digital, or electronic, encrypted or unencrypted, stored as or on, created or used on, or transmitted to or from any system, network, or 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 or other electronic backup facilities, or data transmission or storage provided by means of the internet.

All other terms and conditions remain the same.

ENDORSEMENT #029

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO CONDITION (I) DUTIES IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUIT
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

Section VII. Conditions, (I) (2) (e) is deleted in its entirety and replaced by the following:

(e) Written notice should be mailed or emailed to the following address:

Mailed: AXA XL Claims
P.O. Box 211547
Dallas, TX 75211

Emailed: napropcasclaimnewnotices@axaxl.com

All other terms and conditions remain the same.

ENDORSEMENT #030

This endorsement, effective 12:01 a.m., February 15, 2026, forms a part of

Policy No. UEC003993113 issued to HAZMAT TSDF, INC.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PFAS/ PFOA/ PFOS EXCLUSION
(Applicable to Insuring Agreements A and B)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

I. Section V. Exclusions, (A) is amended to include the following additional exclusion:

PFAS

This insurance does not apply to any liability based upon, arising out of, resulting from, or related to (whether directly or indirectly) any actual, alleged, threatened, or suspected:

(a) Design, development, manufacture, storage, processing, packaging, handling, testing, monitoring, distribution, sale, marketing, advertising, use, removal, abatement, containment, treatment, detoxification, neutralization, transportation, or disposal of, or any other activity in connection with or related to (whether directly or indirectly);

(b) Ingestion, absorption, inhalation, consumption, application, existence, or presence of, from, or related to (whether directly or indirectly), or contact with, or exposure to; or

(c) Giving or providing, or failing to give or provide, any direction, supervision, instruction, recommendation, representation, warranty, warning, or advice in connection with or related to (whether directly or indirectly),

PFAS.

This exclusion applies regardless of whether: (1) any **insured** or any other person or entity designed, developed, manufactured, stored, processed, packaged, handled, tested, monitored, distributed, sold, marketed, advertised, used, removed, abated, contained, treated, detoxified, neutralized, transported, or disposed of, or engaged in any other activity in connection with or related to (whether directly or indirectly), **PFAS**; or (2) any actual, alleged, threatened, or suspected ingestion, absorption, inhalation, consumption, application, existence, or presence of, from, or related to (whether directly or indirectly), or contact with, or exposure to **PFAS**, concurrently or in any sequence, contributed to or caused any injury, damage, or **loss**.

II. For the purpose of this endorsement, Section VI. Definitions is amended to include the following additional definition:

PFAS means:

(1) Any per- or poly-fluoroalkyl or per- or poly-fluorinated substance, including but not limited to:

(a) perfluorooctanoic acid or PFOA or perfluorooctane sulfonic acid or PFOS; or

(b) any per- or poly-fluoroalkyl or per- or poly-fluorinated substance that is a replacement substance, including but not limited to GenX, ADONA, dodecafluoro-3H-4,8-dioxanoate, C6 H4 F11 NO3, ammonium perfluoro (2-methyl-3-oxahexanoate), C3 Dimer Acid, hexafluoropropylene oxide dimer acid, or HFPO Dimer Acid;

(2) Any precursor, derivative, formulation, transformation, degradation, compound, or generic version of any substance listed in 1. above;

(3) Any substance, good, or product, including **your product**, that contains or is comprised of, in any amount, any substance listed in 1. or 2. above; or

(4) Any substance, good, or product, including **your product**, that contains or is comprised of, in any amount, the same or similar active ingredients of any substance listed in 1. or 2. above.

All other terms and conditions remain the same.