



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2024

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

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

<b>PRODUCER</b> HUB International Northwest, LLC P O Box 10167 Eugene OR 97440-2167	<b>CONTACT NAME:</b> Linda Shaddon <b>PHONE (A/C. No. Ext):</b> 541-687-1117 <b>E-MAIL ADDRESS:</b> linda.shaddon@hubinternational.com	<b>FAX (A/C. No.):</b> 541-342-8280
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Omega Morgan Holdings, Inc. *See attached list of Named Insureds 5602 NE Huffman St Hillsboro OR 97124	<b>INSURER A :</b> National Fire & Marine <b>INSURER B :</b> SAIF Corporation <b>INSURER C :</b> United Specialty Insurance Company <b>INSURER D :</b> Houston Specialty Insurance Company <b>INSURER E :</b> Imperium Insurance Company <b>INSURER F :</b> Arch Specialty Insurance Company	
	<b>NAIC #</b>	
	20079	
	36196	
	12537	
	12936	
35408		
21199		

**COVERAGES**

CERTIFICATE NUMBER: 1932470698

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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CON-HS-GL-0000074-02	6/1/2024	6/1/2025	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 Washington Stop-Gap \$ Included
E	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CON-IIC-CA-0000074-02	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP105246701	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	812970	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Excess Liability Excess Liability Total \$8M XS \$2M			42XSF32020303 BTM2412009	6/1/2024 6/1/2024	6/1/2025 6/1/2025	Ea Occurr/Aggregate \$4,000,000 Ea Occurr/Aggregate \$4,000,000

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

Additional Workers' Compensation policies:  
 #812971 Morgan Millwright Service Inc - SAIF  
 #889851 Omega Rigging and Machinery Moving - SAIF  
 #879460 Omega Morgan Cranes, LLC - SAIF  
 #MOWC547395 Morgan Industrial, Inc. - Berkshire Hathaway Homestate Ins Co. - NAIC #20044  
 USL&H coverage in OR and WA

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Puyallup  
 Development Services  
 333 S Meridian  
 Puyallup WA 98371

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY HUB International Northwest, LLC		NAMED INSURED Omega Morgan Holdings, Inc. *See attached list of Named Insureds 5602 NE Huffman St Hillsboro OR 97124	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

subrogation as respects to the general liability including completed operations, pollution and auto liability, including waiver of subrogation as required by written contract per attached endorsements. Excess Liability is following form over General Liability, Auto Liability, and Employers' Liability.

Contractor's Pollution Liability  
Limit: \$5,000,000 Per Occurrence/Aggregate - \$25,000 SIR  
Carrier: Tokio Marine Specialty Insurance Co - NAIC #23850  
#PPK2560479  
6/1/2024 to 6/1/2025

Professional Liability - Retro Date: 6/23/2016  
Limit: \$5,000,000 Per Claim/Aggregate - \$25,000 SIR  
Carrier: Tokio Marine Specialty Insurance Co - NAIC #23850  
#PPK2560479  
6/1/2024 to 6/1/2025

Total Scheduled/Unscheduled Equipment  
Scheduled Equipment Limit: \$24,600,000; Deductible: \$250,000  
Carrier: Lexington Insurance Company - NAIC #19437  
#011781882  
06/01/2024 to 06/01/2025

Leased/Rented Equipment (not to exceed 120 days from receipt)  
Limit: \$3,000,000; Deductible: \$250,000  
Carrier: Lexington Insurance Company - NAIC #19437  
#011781882  
06/01/2024 to 06/01/2025

Motor Truck Cargo - Legal Liability  
Limit: \$3,000,000 Deductible: \$50,000  
Carrier: Lexington Insurance Company - NAIC #19437  
#011781882  
06/01/2024 to 06/01/2025

Installation Floater  
Limit: \$2,500,000 Deductible: \$50,000  
Carrier: Lexington Insurance Company - NAIC #19437  
#011781882  
06/01/2024 to 06/01/2025

Riggers Liability  
Limit: \$5,000,000 Deductible: \$50,000  
Carrier: Lexington Insurance Company - NAIC #19437  
#011781882  
06/01/2024 to 06/01/2025  
Boom, Overload & Jib included

Cyber Liability  
Limit: \$2,000,000; Deductible: \$25,000  
Carrier: Cincinnati Insurance Companies - NAIC #10677  
#EMP 0608569  
03/01/2024 to 06/01/2025

Hired Auto - Physical Damage Coverage - ACV  
Carrier: Imperium Insurance Company - NAIC #35408  
#CON-IIC-CA-0000074-02  
06/01/2024 to 06/01/2025  
Deductible: \$100 Comp/\$1,000 Collision

Re: Right of Way



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Hub International Northwest, LLC		NAMED INSURED Omega Morgan, Inc * See attached list of Named Insureds 5602 NE Huffman Street Hillsboro OR 97124	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

NAMED INSUREDS:

- Morgan Industrial, Inc
- Omega Morgan, Inc
- Omega Morgan Holdings, Inc
- Omega Rigging & Machinery Moving, Inc
- Omega Morgan Industrial, Inc
- Morgan Industrial, Inc. DBA: Omega Morgan
- Morgan Millwright Service, Inc
- Morgan Industrial, Inc DBA: Morgan Machinery Moving
- Omega Morgan Canada, Inc
- Omega Morgan
- Morgan Millwright Service, Inc DBA: Omega Morgan Millwright
- Omega Morgan Millwright, Inc
- Omega Morgan Rigging-OR, Inc
- Omega Rigging-WA, Inc
- Omega Morgan Sarens, LLC
- Morgan Industrial, Inc DBA: Morley Machine Tool Alignment
- OM Crane Holdings, LLC
- Omega Morgan Cranes, LLC

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p><b>Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.</b></p>	<p><b>Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

**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 in which the Named Insured has agreed in a written contract or written agreement executed prior to the loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.  
However:
    - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
    - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
  2. This insurance does not apply to:
    - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR BROADENING ENDORSEMENT**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. BROAD NAMED INSURED**

**Section II – Who Is An Insured** is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

**B. NEWLY ACQUIRED ORGANIZATIONS**

Paragraph **3.** and the last paragraph of **Section II – Who Is An Insured** are replaced by the following:

- 3.** If you newly acquire or form any organization, other than a partnership, joint venture or limited liability company, and have an ownership interest in the organization of more than 50%, that organization will qualify as a Named Insured if there is no similar insurance available to that organization. However:
  - a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless you report the acquisition or formation of the organization to us;
  - b. Coverage A – Bodily Injury and Property Damage Liability of Section I – Coverages** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
  - c. Coverage B – Personal And Advertising Injury Liability of Section I – Coverages** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**C. AUTOMATIC ADDITIONAL INSUREDS**

**1. LESSOR OF LEASED EQUIPMENT**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment 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 insured only with respect to their liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- b. With respect to the insurance afforded these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**2. MANAGERS OR LESSORS OF PREMISES**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease premises 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 insured on ly with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
- b. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. VENDORS**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom 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, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

b. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or.
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Sub-paragraphs 4. or 6.; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### 4. OWNERS, LESSEES OR CONTRACTORS

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.

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

- b.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

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; and
- (b)** Supervisory, inspection, architectural or engineering activities.

- (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.

**5. The insurance afforded to automatic additional insureds:**

- a.** Only applies to the extent permitted by law; and
- b.** Will be no broader than that which you are required by the contract or agreement to provide.

**D. DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of **2. Exclusions of Section I - Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

2. Paragraph 6. of **Section III – Limits of Insurance** is replaced by the following:
  6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay for damages because of “property damage” to premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one “occurrence” and caused by fire, lightning, explosion, smoke or water or any combination thereof. The Damage To Premises Rented To you Limit will be \$300,000 unless a greater amount is shown in the Declarations for the Damage to Premises Rented To You Limit.
3. Paragraph 4.b.(1)(a)(ii) of **Section IV – Commercial General Liability Conditions** is replaced by the following:
  - (ii) That is insurance for fire, lightning, explosion, smoke or water to premises rented to you or temporarily occupied by you with permission of the owner;

#### **E. NON-OWNED WATERCRAFT**

Exclusion g.(2) of **Section I - Coverage A – Bodily Injury and Property Damage Liability** is replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

#### **F. PROFESSIONAL SERVICES**

The following is added to Paragraph 2. **Exclusions** of **Section I - Coverage A – Bodily Injury and Property Damage Liability** and of Paragraph 2. **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

1. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

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 failure to render any professional architectural, engineering or surveying services.

2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

**G. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The notification requirements of paragraphs **2.a. and 2.b.** of **Section IV – Commercial General Liability Conditions** apply only when the “occurrence”, offense, claim, or “suit” is known to:

1. You, if you are an individual;
2. A partner or member if you are a partnership or joint venture;
3. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
4. A member or manager if you are a limited liability company; or
5. An insurance manager, risk manager or other “employee” you designate prior to loss to give notice to us.

Knowledge of an “occurrence,” offense, claim, or “suit” by your agent, servant or “employee” shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision H. has actual knowledge.

**H. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES**

The following is added to Condition **6. Representations** of **Section IV – Commercial General Liability Conditions**:

Failure to disclose all hazards or prior “occurrences” or offenses existing as of the inception date of this Coverage Form shall not prejudice the coverage afforded under this Coverage Form, provided such failure to disclose all hazards or prior “occurrences” or offenses is unintentional.

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

Condition **8. Transfer of Rights of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions** is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

**J. BODILY INJURY REDEFINED**

The definition of “bodily injury” in **Section V - Definitions** is replaced by the following:

“Bodily injury” means bodily injury, sickness, disease, disability, humiliation, shock, mental anguish or mental injury sustained by a person, including care, loss of services or death resulting from any of these.

**K. PERSONAL AND ADVERTISING INJURY REDEFINED**

The definition of “personal and advertising injury” in **Section V - Definitions** is amended to include the additional offense of abuse of process.

**L. INCIDENTAL MEDICAL MALPRACTICE**

1. Subparagraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, while performing the services described in subparagraphs a. through d. of the definition of “incidental medical malpractice injury” and while acting within the scope of their employment by you. Any “employees” rendering “Good Samaritan services” will be deemed to be acting within the scope of their employment by you.

2. The following is added to Paragraph **5.** of **Section III – Limits of Insurance**:

Any act or omission, together with all related acts or omissions in the furnishing of the services described in the definition of “incidental medical malpractice injury” to any one person, will be considered one “occurrence”.

3. The following is added to Paragraph **4.b.(1)** of **Other Insurance** in **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any other insurance available to the insured, whether primary, excess, contingent, or on any other basis, except insurance purchased specifically by you to be excess of this policy, that applies to “incidental medical malpractice injury”.

4. **Section V - Definitions** is amended as follows:

a. The definition of “bodily injury” is amended to include “incidental medical malpractice injury”.

b. The following definitions are added:

(1) “Good Samaritan services” means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

(2) “Incidental medical malpractice injury” means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services, if not part of your business or occupation:

**COMMERCIAL GENERAL LIABILITY  
CG HIIG 20 22 06 14**

- (a)** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b)** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- (c)** First aid; or
- (d)** "Good Samaritan services".

All other terms and conditions remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – LESSOR OF LEASED  
EQUIPMENT – AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE 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(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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 their contract or agreement with you for such leased equipment ends.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

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

**Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.**

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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **Schedule**

<b>Coverage</b>	<b>Limit of Insurance</b>
Single Construction Project General Aggregate Limit	<b>Equal to General Aggregate Limit</b>
Cap For All Damages from All Ongoing Construction Projects	\$5,000,000

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at construction projects away from premises owned by or rented to the insured:
1. The most we will pay will be capped at the Cap For All Damages from All Ongoing Construction Projects limit shown in the **Schedule** above, regardless of the number of:
    - a. "Occurrences";
    - b. Insureds;
    - c. Claims made or "suits" brought;
    - d. Persons or organizations making claims or bringing "suits"; or
    - e. Separate construction projects.
  2. Subject to Paragraph **A.1.** above:  
A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  3. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I - COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **SECTION I - COVERAGE C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  4. Any payments made under **SECTION I - COVERAGE A** for damages or under **SECTION I - COVERAGE C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.
  5. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit

shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Subject to Paragraph **A.1.** above, such payments shall not reduce any Single Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
- D.** If a single construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** If endorsement **CG 25 03**, Designated Construction Project(s) General Aggregate Limit (or a similar construction project(s) aggregate endorsement) is also a part of this policy or coverage part, the most we will pay for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A** and all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which can be attributed only to ongoing operations at:
1. Any construction project(s) designated in such **CG 25 03** endorsement (or in a similar such construction project(s) aggregate endorsement);
  2. Any construction project(s) to which the provisions of this endorsement apply; and/or
  3. Any construction project(s) to which the provisions of this endorsement and the provisions of such **CG 25 03** endorsement (or a similar such construction project(s) aggregate endorsement) both apply;
- will be subject to Paragraph **A.1.** above.
- F.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - ALL OPERATIONS COVERED BY A CONSOLIDATED INSURANCE PROGRAM**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A. The following exclusion is added to Paragraph 2., Exclusions of both Section I – Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of either your ongoing operations or operations included within the “products-completed operations hazard” at any location or project for which a consolidated insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated insurance program:

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

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

<b>Named Insured: Omega Morgan</b>  <b>Endorsement Effective Date: 06/01/2024</b>
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### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b>  <b>Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss to furnish this waiver.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC WHEN REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

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

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOSS PAYABLE CLAUSE**

This endorsement modifies insurance provided under the following:

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

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

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
  - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
  - C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
  - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Scheduled Railroad:	Designated Job Site:
Any & all railroads	Any & all jobs/projects of the Named Insured

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9. "Insured Contract" means:**

- a.** 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";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a 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.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** 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 those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 430B)

**SAIF policy:** 812970 Morgan Industrial Inc

## Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

### Schedule

Description: All Operations

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

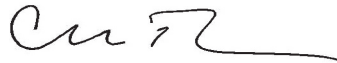
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

**Effective date:** October 01, 2024

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 23, 2024 at Salem, Oregon



WC000313  
(Ed. 430B)

Chip Terhune  
President and Chief Executive Officer

**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 430B)

**SAIF policy:** 812971 Morgan Millwright Service Inc

## Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

### Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

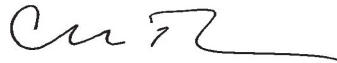
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

**Effective date:** October 01, 2024

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 23, 2024 at Salem, Oregon



WC000313  
(Ed. 430B)

Chip Terhune  
President and Chief Executive Officer

**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 430B)

**SAIF policy:** 879460 Omega Morgan Cranes LLC

## Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

### Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

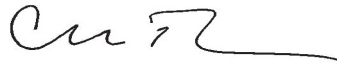
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

**Effective date:** October 01, 2024

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 23, 2024 at Salem, Oregon



WC000313  
(Ed. 430B)

Chip Terhune  
President and Chief Executive Officer

**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 430B)

**SAIF policy:** 889851 Omega Rigging and Machinery Moving Inc

## Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

### Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

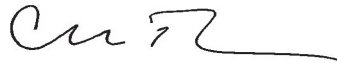
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

**Effective date:** October 01, 2024

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 23, 2024 at Salem, Oregon



WC000313  
(Ed. 430B)

Chip Terhune  
President and Chief Executive Officer

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

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

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

Schedule

**Blanket Waiver**

<b>Person/Organization:</b>	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
<b>Job Description</b>	<b>Waiver Premium</b>
All AL Operations	2.00

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: 10/01/2024	Policy No.: MOWC547395	Endorsement No.:
Insured:		Premium \$
Insurance Company: Berkshire Hathaway Homestate Ins Co		

**WC 00 03 13**  
(Ed. 4-84)

Countersigned by \_\_\_\_\_

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

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

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

Schedule

**Blanket Waiver**

<b>Person/Organization:</b>	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	
<b>Job Description</b>	<b>Waiver Premium</b>	
All CO Operations		1.00

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: 10/01/2024 Policy No.: MOWC547395 Endorsement No.:

Insured: Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

**WC 00 03 13**

Countersigned by \_\_\_\_\_

(Ed. 4-84)



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

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

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

Schedule

**Blanket Waiver**

<b>Person/Organization:</b>	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
<b>Job Description</b>	<b>Waiver Premium</b>
All ID Operations	262.00

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: 10/01/2024 Policy No.: MOWC547395 Endorsement No.:

Insured: Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

**WC 00 03 13**

Countersigned by \_\_\_\_\_

(Ed. 4-84)

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

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

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

Schedule

**Blanket Waiver**

<b>Person/Organization:</b>	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
<b>Job Description</b>	<b>Waiver Premium</b>
All SC Operations	3.00

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: 10/01/2024

Policy No.: MOWC547395

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

**WC 00 03 13**

Countersigned by \_\_\_\_\_

(Ed. 4-84)

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

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

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

Schedule

**Blanket Waiver**

**Person/Organization:** Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

<b>Job Description</b>	<b>Waiver Premium</b>
All TN Operations	2.00

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: 10/01/2024

Policy No.: MOWC547395

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

**WC 00 03 13**

Countersigned by \_\_\_\_\_

(Ed. 4-84)

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

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

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

Schedule

**Blanket Waiver**

<b>Person/Organization:</b>	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
<b>Job Description</b>	<b>Waiver Premium</b>
All WI Operations	2.00

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: 10/01/2024

Policy No.: MOWC547395

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

**WC 00 03 13**

Countersigned by \_\_\_\_\_

(Ed. 4-84)



## CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

### Occurrence Contractor Environmental and Claims-Made Professional Liability Coverage

**CERTAIN SECTIONS OF THIS POLICY INCLUDE CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.**

**OTHER SECTIONS OF THIS POLICY PROVIDE COVERAGE FOR CONTAMINATION THAT IS DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD.**

**DEFENSE EXPENSE REDUCES THE LIMITS OF INSURANCE AND IS INCLUDED WITHIN THE SELF-INSURED RETENTION. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS OR IS NOT COVERED.**

Throughout this policy, the words "you" and "your" refer to the **named insured** shown in the Declarations. The words "we," "us," and "our" refer to the Company providing this insurance. Other words and phrases that appear in **bold** have special meaning. Refer to Section II. **DEFINITIONS**.

In consideration of the premium paid and in reliance upon the statements that you provided to us in the application and any other supplemental information provided in connection with the application, all of which are incorporated and made a part of this policy, we agree to provide coverage as shown in the Declarations and described as follows:

#### I. INSURING AGREEMENTS

##### A. Professional Liability

- We will pay on behalf of the **insured** for **professional loss** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **claim** caused by an actual or alleged negligent act, error or omission in the performance of **your professional services** provided:
  - Such **claim** is first made against the **insured** and reported to us, in writing, during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; and
  - Such **claim** is not covered under Coverage B. **Contracting Environmental Liability** below; and
  - Your professional services** were first rendered on or after the Professional Liability Retroactive Date listed at ITEM 9.a. in the Declarations, and prior to expiration of the **policy period**.
- We will reimburse the **insured** for reasonable attorney fees, costs and expenses incurred in responding to a **disciplinary proceeding**, provided:

Page 1 of 30

- A **disciplinary proceeding** is commenced during the **policy period** against you, by reason of any negligent act, error or omission in the performance of **your professional services**;
- Your professional services** that are subject to such **disciplinary proceeding** are first rendered for others on or after the Professional Liability Retroactive Date listed at ITEM 9.a. in the Declarations and before expiration of the **policy period**; and
- The **insured** reports the actual or alleged negligent act, error or omission to us during the **policy period** and prior to such **disciplinary proceeding**.

The maximum amount payable, regardless of the number of **disciplinary proceedings** or the number of **insureds**, shall be \$10,000 per **policy period**. The **self-insured retention** shall not apply to this provision; however, any payments made by us under this provision will erode the applicable Limit of Insurance and are not in addition thereto. The Company will not be obligated to defend, or pay any fine, penalty or award resulting from any **disciplinary proceeding**.

##### B. Contracting Operations Environmental Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** caused by **your contracting operations, completed operations or transportation**, provided that:

- The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage or environmental damage**; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and
- The **bodily injury, property damage or environmental damage** first occurs during the **policy period**; and
- The **bodily injury, property damage or environmental damage** is caused by an **occurrence**.

##### C. Non-Owned Location Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of a **non-owned location**, provided that:

- The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage or environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and
- Such **contamination** first commences on or after the Non-Owned Location Retroactive Date shown in ITEM 9.b. in the Declarations, and before expiration of the **policy period**.

Page 2 of 30

##### D. Your Insured Location Liability

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of **your insured location**, provided that:

- Such **contamination** first commences during the **policy period**;
- Such **contamination** ceases fully within ten (10) days of its commencement; and
- The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage or environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**.

##### E. Image Restoration Coverage

We will reimburse you for **image restoration expenses** incurred because of **contamination** or an actual or alleged negligent act, error or omission in the performance of your professional services reported to us during the **policy period** or as expressly provided for in the **extended reporting period**, if applicable, and that results in **bodily injury, property damage, or environmental damage** covered under Insuring Agreements I. A., B., C. or D., as applicable. Reimbursement is limited to the costs of restoring your reputation and consumer confidence through image consulting, is subject to the **self-insured retention** for the applicable coverage part, and will in no event exceed the amount shown in ITEM 5. E. in the Declarations.

#### II. DEFINITIONS

- A. Additional insured** means any individual, organization or entity to the extent that they are contractually liable for **loss** or **remediation expense** to which this insurance applies as a result of **your contracting operations, completed operations, or transportation** performed by or on behalf of the **named insured** or arising out of the **named insured's** ownership, use maintenance or operation of **your insured location**, provided:

- Such individual, organization or entity is scheduled to this policy as an **additional insured** by an endorsement; or,
- Solely with regard to Coverage B. – **Contracting Operations Environmental Liability**, such individual, organization, or entity is required to be an **additional insured** under this policy in a written contract or agreement for **your contracting operations or completed operations**, provided that such contract or agreement was fully executed prior to the date that **your contracting operations** first commenced.

Any coverage afforded such **additional insured** under this policy is available up to and not exceeding any specified limits of insurance as required by the written contract with you or subject to the applicable Coverage B. **Contracting Operations Environmental Liability Coverage** Limit of Insurance, whichever is less.

The **additional insured** is not provided any coverage under this policy for any portion of its own negligence or legal liability.

Page 3 of 30

##### B. Bodily injury means:

- Physical injury, sickness or disease including associated medical or environmental monitoring; and
- Mental anguish, emotional distress or shock sustained by any person; Including death resulting therefrom.

- C. Claim** means a written demand, notice, or assertion of a legal right seeking a remedy or alleging liability or responsibility on the part of you or any **insured**. Such demand, notice, or assertion of a legal right includes, but is not limited to legal actions, orders, petitions or governmental or regulatory actions, filed against you or any **insured**.

- D. Completed operations** means work from **your contracting operations** that has been completed.

**Your contracting operations** will be deemed completed at the earliest of the following times:

- When all of **your contracting operations** to be performed in the contract are complete;
- When all of **your contracting operations** to be done at a **project site** have been completed; or
- When that part of **your contracting operations** at a **project site** has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

**Your contracting operations** that may need service, maintenance, correction, repair or replacement, but are otherwise complete, will be deemed complete.

- E. Contaminant** means any solid, liquid, gaseous or thermal irritant or pollutant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, legionella, electromagnetic fields, **mold**, silt or sediment that originated at and migrated from a **project site**, and waste materials including but not limited to municipal, industrial, medical, pathological, and **low level radioactive waste and materials**.

##### F. Contamination means:

- The discharge, dispersal, release or escape of any **contaminant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, caused directly by **your professional services, your contracting operations, completed operations, or transportation**, or that originates at a **non-owned location** or at **your insured location**, provided such contaminant is not naturally present in the environment or is not present on, at or within any structure, as applicable, in the amounts or concentrations discovered;
- The presence of **contaminants** that have been disposed of or abandoned at **your insured location** or a **project site** in violation of applicable law by parties other than an **insured** provided that prior to the **inception date** no **insured** or **additional insured** knew or reasonably should have known of such presence, disposal or abandonment; or
- The presence of **mold** on, at or within buildings or structures.

Page 4 of 30

- G. Conveyance** means motor vehicle, trailer, semi-trailer, aircraft, rolling stock or watercraft, but only if the operator and the conveyance are licensed, insured and permitted in full compliance with applicable law and regulations to transport its cargo, and in the business of transporting such cargo.
- H. Defense expense** means reasonable and necessary legal fees and expenses incurred by us or by an **insured** with our prior written consent: (i) in the defense, investigation or adjustment of any **claim** to which this insurance applies; or (ii) as a direct result of your discovery of any **contamination** to which this insurance applies. **Defense expense** does not include salaries, wages, overhead or benefit expenses incurred by the **insured**, including but not limited to **employees** or a **responsible individual** or supervisory or monitoring counsel, or legal fees or expenses incurred in connection with any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy.
- I. Disciplinary proceeding** means any proceeding by a regulatory official or disciplinary agency to investigate charges made by a client or former client alleging professional misconduct in rendering or failing to render **your professional services**.
- J. Emergency expenses** means only those reasonable and necessary expenses incurred to contain, control, abate, or mitigate **contamination** covered under this insurance and that is an imminent and substantial endangerment to:
1. Public health, safety or welfare; or
  2. The environment;
- provided that all of the following applies: (i) the **insured** discovers such **contamination** within seventy-two (72) hours of the **contamination** first commencing; (ii) the **insured** incurs such **emergency expenses** within seven (7) days after the **contamination** first commenced; and (iii) the **emergency expense** is incurred pursuant to **laws** that require an immediate response to **contamination**.
- K. Employee** includes temporary and leased staff working on behalf of and under direct supervision and control by an **insured**, but only while acting within the scope of performing **your contracting operations, your professional services, completed operations, or transportation**, as applicable.
- L. Environmental damage** means direct physical damage to soil, plant or animal life, surface water or groundwater, building or structures, or indoor air caused by **contamination** and resulting in **remediation expense**. **Environmental damage** does not include **property damage**.
- M. Environmental professional** means an individual chosen by us, in consultation with the **insured**, who possesses at least certain minimal levels of education and training and experience, holds valid and applicable licensing, certifications and qualifications to assess and remediate the **contamination**, and who maintains certain minimal levels of applicable insurance.

**N. Extended reporting period** means either:

1. Automatic **extended reporting period** under Section IX. **EXTENDED REPORTING PROVISIONS**, Paragraph A.; or
2. Supplemental extended reporting period under Section IX. **EXTENDED REPORTING PROVISIONS**, Paragraph B.;

Whichever is applicable, following termination of coverage, as described in Section IX. **EXTENDED REPORTING PROVISIONS**.

- O. Image restoration expenses** means reasonable and necessary expenses incurred for services rendered by an image restoration firm, exclusive of: (i) any salaries, wages, overhead or benefit expenses incurred by an **insured**, or (ii) any expenses that are covered under any other insurance, including any applicable deductibles or **self-insured retention** amounts of such other insurance.
- P. Inception date** means: (i) the first date shown in ITEM 4. in the Declarations; or (ii) with respect to any endorsement the Company issues after the first date shown in ITEM 4. in the Declarations, the effective date listed in such endorsement.
- Q. Insured** means:
1. The **named insured**;
  2. Any past or present director, officer, partner, member, or **employee** of the **named insured**, but only while acting within the scope of his or her employment as such; or
  3. Any joint venture in which you participate as a member or co-venturer, but solely with regard to the **named insured's** liability arising out of **your contracting operations** or **your professional services** provided in such joint venture. **Insured** does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture.
  4. Any entity newly formed or acquired by the **named insured** during the **policy period** provided that: (i) you have greater than fifty percent (50%) ownership, control, or beneficial interest in such entity; (ii) such entity performs operations and services consistent with **your contracting operations** and **your professional services**, and (iii) you notify us in writing of the formation or acquisition within 30 days thereof. Coverage will be provided only for **loss, professional loss or remediation expense** caused by **your professional services** or **your contracting operations** that are performed on or after the date of formation or acquisition. This coverage will expire within 90 days of such formation or acquisition or the end of the **policy period**, whichever is earlier. No such entity will continue to be an **insured** under this policy beyond the 90 days of formation or acquisition unless the following conditions precedent to coverage are fully satisfied:
    - a. Within 90 days of formation or acquisition, you must provide us with all relevant particulars regarding such entity, including but not limited to any formation, acquisition or operational agreements or other documents that we may reasonably request from you;
    - b. We must issue an endorsement to this policy expressly naming such entity as a **named insured**;

- c.** The **named insured** must pay the additional premium, if any, any agree to any amendment of the provisions of this policy by reason of such formation or acquisition.
- R. Law** means any federal, state, provincial or local statutes, rule, regulation, ordinance, **Voluntary Clean Up or Risk Based Corrective Action Standards**, or judicial or administrative orders and directives, including any amendment thereto, that apply to the **insured's** liability or responsibility for **contamination**.
- S. Loss** means monetary awards or settlements, previously agreed to in writing by us, of compensatory damages and, where allowable by law, punitive, exemplary, or multiplied damages, civil fines, penalties and assessments for **bodily injury** or **property damage**, together with related **defense expense** to which this policy applies. **Loss** does not include any non-pecuniary or injunctive relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform or complete any work, or any **insured's** or **additional insured's** overhead, profit or mark up.
- T. Low level radioactive waste and materials** means: (i) waste as defined in 10 CFR § 61.2; and/or (ii) material regulated by the U.S. Nuclear Regulatory Commission or an Agreement State under a Type A, B or C Specific License of Broad Scope as defined in 10 CFR § 33.11.
- U. Mold** means mold, mildew or any type or form of fungus including mycotoxins, spores, microbial volatile organic compounds or any other by-products produced by or released by fungi.
- V. Named insured** means the individual or entity named in ITEM 1. in the Declarations and responsible for acting on behalf of all other **insureds**, if any, under this policy as described in X. GENERAL CONDITIONS, L. Sole Agent and any other individual or entity specifically scheduled onto this policy by endorsement as a **named insured**.
- W. Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, and assessment of such physical injury to or destruction of: land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §1801a et seq.), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- X. Non-owned location** means:
1. A site or location that is not owned, leased, managed, occupied, or operated by the **insured**, or its respective parents, subsidiaries or affiliates, and that is listed in a schedule to this policy utilizing the Non-Owned Location Schedule; or
  2. A facility used for the recycling, treatment, storage or disposal of waste or materials generated by **your contracting operations** or **your professional services** or **your insured location**, but only if all of the following applies to the facility:
    - a. The facility is not, nor has ever been, owned, occupied, managed, operated or leased by any **insured** or its respective parents, subsidiaries or affiliates;

- b.** At the time the facility accepts the **insured's** waste, the facility:
- i. Possesses valid permits and/or licenses and operating in substantial compliance with the applicable regulations or **laws** to accept, store or process such materials or waste; and
  - ii. Is not subject to any proceeding or litigation under CERCLA, RCRA or an equivalent state, local or provincial **law**;
- c.** The facility is not nor has ever been listed or proposed for listing on the Federal National Priorities List or state or provincial equivalent (State Superfund or Hazardous Site List);
- d.** The facility is not insolvent or in bankruptcy; and
- e.** No **insured** is nor has ever been named as a responsible party or a potentially responsible party due to, arising from, or associated with any **contamination** at the facility.
- Y. Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- Z. Policy period** means the period set forth in ITEM 4. in the Declarations, or any shorter period arising as a result of:
1. Cancellation of this policy; or
  2. With respect to any **your insured location** or **non-owned location**, the deletion of any such location from this policy by us at your written request.

**AA. Professional loss** means:

1. A monetary judgment, award or settlement of compensatory damages;
2. The following damages, fines or penalties:
  - a. Civil fines or penalties assessed against a third party other than an **insured** for which the **insured** is legally liable;
  - b. Civil fines or penalties assessed against the **insured**; or
  - c. Punitive, exemplary or multiplied damages for which the **insured** is legally liable; and
3. **Defense expense** associated with paragraphs 1. and 2. of this definition as referenced above.

**Professional loss** does not include:

1. Any non-pecuniary, injunctive, or equitable relief;
2. The return or withholding of fees or charges for services rendered by or on behalf of the **insured**;

3. Costs or expenses incurred by the **insured** to re-perform, alter, supplement, complete, or repair the **insured's** work or services, including redesign, unless we have previously agreed, in writing, to such costs as part of a **claim** settlement;
4. Any of the **insured's** overhead, mark-up, general conditions, or profit; or
5. Any damages, fines, or penalties that are uninsurable under applicable law.

**BB. Project site means:**

1. A site or location at which **your contracting operations** are performed; or
2. A site which is rented or leased by you and utilized in the direct support of **your contracting operations** for a specific contract or project.

**Project site** does not include any of the following:

1. Any location used for the recycling, treatment, storage or disposal of any waste or materials generated by **your contracting operations**;
2. **Your insured location**; or
3. Any location owned, leased or rented by you or any subsidiary, affiliate or joint venture of yours unless such location is utilized in the direct support of **your contracting operations** for a specific contract or project.

**CC. Property damage means:**

1. Physical injury to or destruction of tangible property of parties other than the **insured** including the resulting loss of use and diminution in value thereof;
2. Loss of use, and diminution in value of tangible property of parties other than the **insured** that has not been physically injured or destroyed; and
3. **Natural resource damage**.

**Property damage** does not include **remediation expense** or **environmental damage**.

**DD. Remediation expense means:**

1. Reasonable and necessary expenses incurred for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contaminants**:
  - a. But only to the extent required by law applicable within the jurisdiction where the **contamination** occurred;
  - b. In the absence of law, only to the extent required by written recommendations made by an **environmental professional** in accordance with written standards or guidance established for the investigation and remediation of **contaminants** by a local, state or federal regulator having jurisdiction where the **contamination** occurred, or in the absence of such standards or guidance, written industry standards or guidance for investigation and remediation of **contamination** that an **environmental professional** determines are necessary to protect human health; or

- c. That have been actually incurred by any government department or agency in accordance with applicable law;
2. Monetary awards or settlements, previously agreed to in writing by us, of compensatory damages that the **insured** is legally obligated to pay for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contaminants**; and
3. Punitive, exemplary, or multiplied damages, civil fines, penalties or assessments for **environmental damage** to which this policy applies unless such damages, fines, penalties, or assessments are uninsurable under applicable law;
4. **Restoration expense**;
5. **Emergency expense**; and
6. Related **defense expense** to which this policy applies.

However, **remediation expense** does not include **property damage**, or any non-pecuniary, injunctive, or equitable relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform, alter, supplement, or complete any work or services, or any **insured's** or **additional insured's** overhead, profit, general conditions or mark up.

**EE. Responsible individual means:**

1. Any officer, director, partner, managing member, or project manager of the **insured**; or
2. The manager or supervisor of the **insured** who is responsible for environmental, health and safety affairs or compliance; or
3. Any manager or supervisor of the **insured** who is responsible for risk management, loss control, procurement or maintenance of insurance, or the tendering or reporting of losses or liabilities to insurers or other third-parties.

**FF. Restoration expense means only those reasonable and necessary costs required to repair, replace or restore real or personal property to substantially the same condition it was in prior to being physically damaged provided that:**

1. Such real or personal property is owned by an **insured**; and
2. Such physical damage was directly caused by work performed in responding to **contamination** to which this insurance applies.

However, **restoration expense** does not include any costs associated with betterments or improvements to, or depreciation of, such real or personal property.

**GG. Self-Insured Retention means the amount stated in ITEM 7, in the Declarations that is primary to any liability or obligation by us under this policy and can only be satisfied by your payment of covered loss, professional loss or remediation expense, including related defense expense. The self-insured retention amount must be borne by you and cannot be insured. Your bankruptcy, insolvency or inability to pay the self-insured retention will not increase our liability under this policy.**

**HH. Transportation** means the transport of goods, materials, product or waste to or from a **project site** by a **conveyance** in support of or in the performance of **your contracting operations**. **Transportation** includes loading or unloading of such goods, materials, product or waste at a **project site**. **Transportation** begins upon loading your goods, products, material or waste onto a **conveyance** and ends when goods, products, materials or waste has been unloaded from a **conveyance**.

**II. Underground storage tank** means any tank (including underground pipes connected thereto) that has at least ten (10) percent of its volume below ground and includes any ancillary and connected pumps, sumps and equipment.

**JJ. Voluntary Clean Up or Risk Based Corrective Action Standards** means those minimum standards adopted by the federal, state, provincial or local regulatory agency (the "Regulatory Authority") having jurisdiction over the **contamination** and applied in consideration of the applicable zoning, land use, geographic conditions, and use restrictions, if any, of the location where the **contamination** occurred for purposes of obtaining a no further action letter, closure or similar approval from the Regulatory Authority.

**KK. Your contracting operations** means only those contracting activities and services stated in the application for this policy, or as scheduled to this policy via endorsement, and performed for third parties by you or on your behalf at a **project site** including means or methods in connection with such activities and services.

**LL. Your insured location** means any property or location approved by us and shown in ITEM 3, in the Declarations or in Your Insured Location Schedule endorsed to this policy. **Your insured location** does not include a **project site**.

**MM. Your professional services** mean only those professional services stated in Your **Professional Services** Schedule endorsed to this policy.

In addition to the foregoing, if **your professional services** stated in Your **Professional Services** Schedule includes construction management services, for purposes of this policy, construction management services means only those services performed pursuant to the role of a construction manager, if accepted by a **named insured** in a written contract or agreement, to manage or coordinate construction means and methods as a consultant to the project owner as follows:

1. During the design phase of a project, only those services performed as a manager or coordinator responsible for communicating financing, time, and cost consequences of design decisions to your client; or
2. During the construction phase, only those services that consist of value engineering, field changes to design, scheduling or sequencing of your subcontractors or sub consultants and monitoring performance of construction teams;

provided that such services arise out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is mental or intellectual, rather than physical or manual. Construction management services shall not include **your professional services** for design, design selection, or design recommendations by you or on your behalf.

**III. LIMITS OF INSURANCE AND SELF-INSURED RETENTION**

The Limits of Insurance shown in ITEMS 5, and 6, in the Declarations, the **self-insured retention** shown in ITEM 7, and the rules below fix the most we will pay regardless of the number of **your insured locations, non-owned locations, insureds, contamination incidents, occurrences, negligent acts, errors, omissions, claims** or claimants:

- A. The Total Policy Aggregate Limit shown in ITEM 6, in the Declarations is the most we will pay for the sum of all **loss, professional loss, remediation expense, defense expense**, or other coverage afforded under this policy.
- B. Subject to the Total Policy Aggregate Limit, the most we will pay for the sum of all **loss, professional loss, remediation expense, defense expense**, or other coverage afforded under this policy arising from any single **contamination** incident or any single negligent act, error or omission in **your professional services**, under any Insuring Agreement or endorsement is the applicable Limit of Insurance shown in ITEM 5, in the Declarations, or on the applicable endorsement. If no Limit of Insurance is shown for a particular Insuring Agreement in the Declarations, then no coverage is provided under that particular Insuring Agreement.
- C. The same, related, similar or continuous **contamination** shall be deemed to be a single **contamination** incident.
- D. All **professional loss** arising out of the same, related or continuous negligent acts, errors or omissions in rendering or failure to render **your professional services** shall be deemed to arise out of a single negligent act, error or omission.
- E. Two or more **claims** arising out of or resulting from the same, related, similar or continuous **contamination** or the same, related, similar or continuous negligent act, error or omission in **your professional services**, as applicable, will be deemed to: (i) be a single **claim**; (ii) have been first made at the time the first such **claim** was made against an **insured**; and (iii) be subject to only one Limit of Insurance shown in ITEM 5, in the Declarations or applicable endorsement subject to Paragraph III, F., below, if applicable. The same, related, similar or continuous **contamination** is **contamination** that is based upon, arises out of, is the result of or is logically or causally connected to the same, similar or related facts, circumstances, or situations. The same, related, similar or continuous negligent act, error or omission is a negligent act, error, or omission that is based upon, arises out of, is the result of, or is logically or causally connected to the same, similar or related facts, circumstances, or situations.
- F. If we or an arbitration panel determine that more than one Insuring Agreement applies to any single **contamination** incident or any single negligent act, error or omission in **your professional services**, the following conditions will apply:
  1. Only one Limit of Insurance shown in ITEM 5, in the Declarations or applicable endorsement, together with the corresponding **self-insured retention**, will apply to such **contamination** incident or such negligent act, error or omission, as applicable.
  2. If one of the applicable Limits of Insurance shown in ITEM 5, in the Declarations or applicable endorsement exceed the amount of any of the other applicable Limits of Insurance, then only the highest such Limit of Insurance and corresponding **self-insured retention** will apply to such **contamination** incident or such negligent act, error or omission, as applicable.

3. In no event will more than one Limit of Insurance shown in ITEM 5, in the Declarations, or applicable endorsement, apply to any single **contamination** incident or negligent act, error or omission in **your professional services**.

G. We will not pay for **loss, professional loss, remediation expense, defense expense** or other coverage afforded under this policy unless the amount of **loss, professional loss, remediation expense, defense expense** or other coverage afforded under this policy exceeds the applicable **self-insured retention**.

H. If the same, related, similar or continuous **contamination** results in **bodily injury, property damage** or **environmental damage** which occurs during policy periods of different CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE policies that we or an affiliated company have issued to the **named insured**, all such **bodily injury, property damage** or **environmental damage** will be deemed to have occurred only on the date of first exposure to such **contamination** and only the policy in force on the date of such exposure shall apply. All resulting **loss** or **remediation expense** shall be subject to the Limit of Insurance shown in ITEM 5, in the Declarations, as applicable and **self-insured retention** shown in ITEM 7, as applicable to such policy. For **bodily injury**, the date of first exposure is the date any individual is first exposed to **contamination**. For **environmental damage** or **property damage**, the date of first exposure is the date the **contaminants** were first discharged, dispersed, released or escaped. If the date of first exposure is prior to the first CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE policy issued to you by us or an affiliated company, or cannot be determined, and the **bodily injury, property damage** or **environmental damage** continues to occur during policy periods of more than one CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE policies, then such **bodily injury, property damage** or **environmental damage** will be deemed to have occurred only on the effective date of the first applicable CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE policy issued by us. In no event will more than one such policy apply to any **loss, professional loss, remediation expense** or **defense expense** that arises out of the same, related, similar or continuous **contamination**, or the same, related, similar or continuous act, error or omission in **your professional services**.

I. **Defense expense** is included within and will erode the **self-insured retention** and the applicable Limit of Insurance. **Defense expense** will first be subtracted from the applicable Limit of Insurance, with the remainder of such Limit, if any, being available to pay **loss, professional loss, remediation expense** or **emergency expense** to which this insurance applies.

#### IV. EXCLUSIONS

This policy does not apply to **claims, loss, professional loss, defense expense, remediation expense** or any other coverage afforded under this policy:

##### A. Asbestos/Lead

Based upon or arising from any asbestos, asbestos products or any substance or material containing asbestos, or any lead, lead products or any substance or material containing lead that is or was present in or on any building or structure of any type, including any improvements or appurtenances thereto at **your insured location**.

##### B. Bankruptcy

Based upon or arising out of bankruptcy or insolvency of an **insured** or of any other individual, firm or organization.

Page 13 of 30

#### C. Contractual Liability

Based upon or arising out of the **insured's**:

1. Liability of others assumed under any contract or agreement; or
2. Breach of contract or agreement.

Subparagraph 1. of this exclusion does not apply to liability:

1. That the **insured** would have in the absence of such contract or agreement;
2. For actual or alleged negligent acts, errors or omissions in the performance of **your professional services**; or
3. Solely with regard to **your contracting operations**, assumed in a written contract or agreement for **your contracting operations**, provided that the **bodily injury, property damage** or **environmental damage** occurs subsequent to the execution of such contract or agreement and does not arise from the client's sole negligence.

#### D. Criminal Fines and Penalties

Based upon or arising out of any criminal fines, criminal assessments, or criminal penalties.

#### E. Damage to Insured's Product

Based upon or arising out of **property damage** or **environmental damage** to the **named insured's** product or work. However, this exclusion does not apply to **completed operations** or a **claim** for **environmental damage**.

#### F. Damage to Insured's Property

Based upon or arising out of physical injury to or destruction of property owned by an **insured** leased, rented, or loaned to an insured including property in the **insured's** care, custody and control. This exclusion applies solely with respect to **claims** for **property damage**.

#### G. Discrimination

Based upon or arising out of discrimination by an **insured** on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation.

#### H. Divested Property Limitation

Based upon or arising out of **contamination** that first begins after **your insured location** has been divested, sold, abandoned, given away, taken by eminent domain or condemned.

Page 14 of 30

#### I. Employers Liability

Based upon or arising out of **bodily injury** to any past or current **employee**, partner or member of any **insured**, or by anyone who has a right to make a **claim** against any **insured** because of any employment, blood, marital or any other relationship with such **employee**, partner or member. This exclusion applies:

1. Whether the **insured** may be responsible as an employer or in any other capacity; or
2. To any obligation to share damages with or repay someone else who must pay damages because of **claims**.

#### J. Fiduciary Liability

The **insured's** services and/or capacity as:

1. An officer, director, partner, trustee or **employee** of an organization not identified in ITEM 1, in the Declarations, or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust; or
2. A fiduciary pursuant to the Employee Retirement Income Security Act of 1974 and its amendments, or any regulation or order issued pursuant thereto; or any other employee benefit plan.

#### K. Hostile Acts

Based upon or arising out of any consequence of, whether direct or indirect, war, invasion, act of a foreign enemy, hostilities whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, or any covert military action.

#### L. Insurance and Suretyship

Based upon or arising out of the requiring, obtaining, procuring, purchasing, maintaining, advising as to, or the failure to require, obtain, procure, purchase, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **insured** or any other individual or organization.

#### M. Insured versus Insured

Based upon or arising out of a **claim** by any **insured** against any other **insured** under this policy. This exclusion does not apply to a **claim** made by an entity as defined in Section II, DEFINITIONS, A. Additional Insured, Subparagraph 2.

#### N. Material Change at Your Insured Location

Based upon or arising out of any material change in the use or operations at **your insured location** from the use or operations stated by you in the application.

Page 15 of 30

#### O. Known Conditions/Known Circumstances

Based upon or arising out of any fact, circumstance, event, situation or complaint that could reasonably be expected to give rise to a **claim** under this policy, which was in existence prior to the **inception date** and known by, or reasonably should have been known by, any **responsible individual** and not disclosed to us in the application. This exclusion applies to the following:

1. **Contamination**, including any subsequent dispersal, movement or migration of such **contamination**; or
2. Actual or alleged negligent act, error or omission in **your professional services**.

This exclusion, does not apply to **contamination** at a **project site** provided such **contamination** was in existence prior to the **named insured** first performing **your contracting operations** or **your professional services** at such **project site** and was caused or exacerbated by **your contracting operations**.

#### P. Nuclear Liability

Based upon or arising out of radioactive, toxic, or explosive properties of Source Materials, Special Nuclear Material or By-Product Material, as defined in the Atomic Energy Act, and for which the United States Department of Energy or any other governmental authority or agency has indemnified the **insured**, or for which the Price Anderson Act provides protection for the **insured**.

#### Q. Personal Injury

Based upon or arising out of the false arrest, humiliation, harassment, detention, imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution, abuse of process, libel, slander, harassment, or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

#### R. Prior Claims

Based upon or arising from **claims, loss, remediation expense, emergency expense, defense expense** or other circumstances reported by you or required to be reported by you under any policy that was in effect prior to the **inception date**.

#### S. Property Damage to Conveyance

Based upon or arising out of **property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to **claims** made by third party carriers, utilized during **transportation**, for such **property damage** directly caused by your sole negligence.

Page 16 of 30



**T. Products Liability**

Based upon or arising out of goods or products designed, manufactured, sold, handled or distributed by the **insured** or others trading under the **insured's** name, after physical possession of such goods or products has been relinquished by the **insured** or others trading under their names, unless such **claim, loss, remediation expense** or any other coverage afforded under the policy arises out of the assembly, fabrication or installation of such product as part of **your contracting operations**. This exclusion does not apply to such products while within the legal boundaries of **your insured location** or during **transportation** or costs or expenses incurred due to normal operations engaged in or after the installation of your product as well as any product that has been withdrawn or recalled from the market.

**U. Process Improvements**

Based upon or arising out of any costs or expenses incurred to install, upgrade, modify or improve any processes, operations, equipment, machinery, or real or personal property at **your insured location**. However, this exclusion will not apply to any **loss or remediation expense** that is directly caused by such installation, upgrade, modification or improvement activities at **your insured location**.

**V. Related Entities**

Based upon or arising out of an **insured's** involvement: (i) in **your professional services** or **your contracting operations** performed by, or on behalf of, any organization, or subsidiary or affiliate thereof, not named in the Declarations or scheduled to this policy as a **named insured** in an endorsement or (ii) as a partner, officer, director, stockholder, employer or **employee** of a business enterprise not named in the Declarations or scheduled to this policy as a **named insured**.

**W. Securities Violations**

Based upon or arising out of any violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar State, Federal, or other governmental law, statute, regulation or order issued pursuant to any of the foregoing statutes.

**X. Separately Insured Project**

Based upon or arising out of any project that is insured under a valid and collectible project specific insurance policy, including but not limited to a project specific policy, owner protective insurance policy, owner controlled insurance program, contractor controlled insurance program, wrap-up policy or other similar policy or program, under which an **insured** is provided coverage similar to this policy. This exclusion does not apply to projects specifically scheduled as an Insured Project in an endorsement to this policy.

**Y. Underground Storage Tank**

Based upon or arising out of **contamination** resulting directly or indirectly from an **underground storage tank**, the existence of which is known by or which reasonably should have been known by a **responsible individual** and which is located on **your insured location** unless such **underground storage tank** is scheduled on the policy by endorsement.

This exclusion does not apply to any **underground storage tank** that is:

1. A process or septic tank located partially in the ground; or
2. Located on or above the floor of structures built below the ground surface such as vaults or subsurface floors of buildings; or
3. Prior to the **inception date**, deemed closed or removed by the regulatory body having jurisdiction over the **underground storage tank** and where such regulatory body has made a determination that no further action or remediation related to such **underground storage tank** is required in accordance with applicable law.

**Z. Vehicles**

Based upon or arising out of the ownership, use, maintenance or operation any **conveyance**. This exclusion shall not apply to the ownership, use, maintenance or operation of a **conveyance** at a **project site** or **your insured location** or during **transportation**.

**AA. Warranties and Guarantees**

Based upon or arising out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the **insured** that **your contracting operations** and **your professional services** conform to generally accepted standards or a legal obligation that you would have in absence of such warranty or guarantee.

**BB. Workers Compensation/Employment Practices**

Based upon or arising out of:

1. The Merchant Marine Act of 1920 (Jones Act) or any workers compensation, unemployment compensation, disability, employee benefits, profit sharing, ERISA law or similar or related laws; or
2. Any type of employment relationship, terms of conditions of employment, or law relating to the employment of any person, including but not limited to: (i) termination of employment; (ii) refusal to employ; or (iii) any employment-related practices, policies, procedures, acts or omissions.

**CC. Willful Non-Compliance and Dishonest Acts**

Based upon, arising out of or attributable to:

1. A **responsible individual's** intentional, willful or deliberate noncompliance with or intentional disregard of any law or any other statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body; or

2. Actual or alleged fraudulent, dishonest, knowingly wrongful or malicious conduct by or at the direction of the **responsible individual**.

**V. POLICY TERRITORY**

The coverage afforded pursuant to this policy shall only apply to **contamination** an actual or alleged negligent act, error or omission in the performance of your professional services within the United States, its territories or possessions, or Canada, but only if the **claim** is made within the United States.

All premiums, limits, **self-insured retentions, loss, professional loss** and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **loss** under this policy is stated in a currency other than United States dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **loss** or **professional loss** is due, respectively.

This policy shall not apply in any situation that would be in violation of the laws of the United States of America or Canada, as applicable, including but not limited to, United States of America economic or trade sanction laws or export controls laws administered by the United States Treasury Office of Foreign Assets Control.

**VI. DEFENSE AND SETTLEMENT**

**A.** We shall have the right and duty to defend any **insured** against any **claim** to which this insurance applies, even if such **claim** is groundless, false or fraudulent. For any **claim** we defend or for any **loss, professional loss, or remediation expense** to which this insurance applies, we will pay **defense expense** in excess of the **self-insured retention**: (i) for the investigation or defense of such **claim**; or (ii) incurred in connection with the payment of such **loss or remediation expense**, as applicable. **Defense expense** is included within and will erode the Limits of Insurance and is included within the **self-insured retention** shown in ITEM 7. in the Declarations, or applicable endorsement. Our duty to defend and to pay **defense expense** ends once the applicable Limit of Insurance is exhausted or tendered into a court of applicable jurisdiction or once the **insured** refuses a settlement offer as provided in Paragraph VI.D. below. We shall have no duty to defend any **claim**, or to pay **defense expense** for any **loss, professional loss, or remediation expense**, to which this insurance does not apply.

**B.** We shall have the right to select counsel for the investigation, adjustment and defense of **claims** to which this insurance applies. The **insured** shall have the right to propose such counsel and we will consult with the **insured** on the selection. If more than one **insured** is involved in a **claim** to which this insurance applies, we may, in our sole discretion, appoint separate counsel for one or more of such **insureds** if there is a material (actual or potential) conflict of interest among any such **insureds**.

**C.** In the event that by mutual agreement or by applicable law the **insured** is entitled to select independent counsel to defend a **claim** to which this insurance applies, the **defense expense** we must pay to such counsel is limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of similar **claims** in the venue where the **claim** arose or is being defended. We have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending **claims** similar to the one pending against the **insured**, and to require that such counsel have acceptable limits of errors and omissions insurance coverage. The **insured** agrees that such counsel will timely respond to our requests for information regarding any **claim**. Notwithstanding the foregoing, the **insured** may at any time, by its written consent, freely and fully waive any right to select independent counsel. This paragraph C. applies to **defense expense** both within and excess of any **self-insured retention**.

**D.** We reserve the right, but not the duty, to at any time, with the **insured's** consent, settle any **claim** to which this insurance applies as we deem expedient. If with respect to any **claim** to which this insurance applies, the **insured** refuses to consent to the first settlement acceptable to the claimant which we recommend to the **insured** in writing, and elects to further contest such **claim**, then our liability for such **claim** shall not exceed the amount for which such **claim** could have been settled, including legal expenses incurred, up to the date of such refusal, plus fifty (50) percent of covered **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of such first settlement amount. It being a condition precedent of this insurance that the remaining fifty (50) percent of such **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of the first settlement amount is uninsured and shall be borne by the **insured** at the **insured's** own risk. Notwithstanding the foregoing, this paragraph shall not apply until the settlement amount exceeds the **self-insured retention** amount stated in ITEM 7. in the Declarations or applicable endorsement. In addition, if we recommend a first settlement of a **claim** to which this insurance applies within the policy's applicable Limit of Insurance that is acceptable to the claimant, and the **insured** consents to such settlement, then the **insured's** applicable **self-insured retention** for such **claim** shall be retroactively reduced by ten (10) percent. It shall be a condition precedent to such reduction that you must consent to the first settlement amount within thirty (30) days after the date we recommend to the **insured** such first settlement amount, or in the case of a first settlement amount which arises from a first settlement offer by the claimant, then within the time permitted by the claimant to accept such first settlement offer, but in all events no later than thirty (30) days after we recommend to the **insured** such first settlement offer. If the **insured** does not consent to the first settlement within the time prescribed above, the applicable **self-insured retention** amount shall remain the respective amount set forth in ITEM 7. in the Declarations or applicable endorsement, even if consent is given to a subsequent settlement.

**VII. NOTICE AND CLAIM REPORTING PROVISIONS**

- A. Notice as required under this policy must be given by you, or on your behalf:

In writing to us at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950  
ATTN: Claims – Environmental

By email at: claimsreport@phly.com

By fax at: 1 (800) 685-9238; or

By telephone at: 1 (800) 765-9749.

For claims-made coverage afforded by this policy, as a condition precedent to our obligations under this policy, the **insured** must give written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable, of any **claim** made against the **insured** for **loss, professional loss, remediation expense** or other coverage afforded under the policy. Oral notification must be followed with a written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable. For occurrence-based coverage afforded by the policy, the **insured** must give notice to us as soon as practicable of any **occurrence** that reasonably may result in a **claim** under the policy. Oral notification must be followed with a written notice to us as soon as practicable.

- B. If during the **policy period**, the **insured**: (i) first becomes aware of any: (a) **contamination** (b) negligent act, error or omission in **your professional services**, (c) or other **occurrence**, or (ii) incurs **emergency expense**, any of which could reasonably be expected to give rise to a **claim, remediation expense** or other coverage under this policy, the **insured** must give written notice to us regarding all particulars of such incident. Notice must be provided to us as soon as practicable after the **insured** discovers such **contamination, or occurrence**, or incurs such **emergency expense**, but in no event later than the expiration of the **policy period** for any claims-made coverage afforded under this policy. Oral notification must be followed with a written notice to us as soon as practicable, but in no event later than the expiration of the **policy period** for any claims-made coverage afforded under this policy. Such notice of any **contamination, occurrence, emergency expense** or negligent act, error or omission in **your professional services** must include:
- The particulars of the specific **contamination, or occurrence**, negligent act error or omission, or **emergency expense**;
  - The circumstances by which the **insured** first became aware of such **contamination, or occurrence**, negligent act error or omission, or **emergency expense**; and
  - The **claim, loss, professional loss** or **remediation expense** or other coverage afforded under this policy which has or may result from such **contamination, or occurrence**, negligent act, error or omission, or **emergency expense**.

Page 21 of 30

- C. In the event that the **named insured** continuously maintains Contractors Environmental and Professional Coverage with the Company and in the event we determine that the **insured** fully complied with the notice provision set forth in Paragraph VII. B., then for a period not to exceed five (5) years from the expiration of this policy, any **claim, remediation expense, loss, professional loss** or other coverage afforded under this policy that subsequently arises out of such **contamination or occurrence**, or such negligent act, error or omission, as applicable, will be considered to have been first made under the policy in effect at the time the **insured** discovers or is first made aware of such **contamination or occurrence**, or such negligent act, error or omission.

**VIII. DUTIES IN THE EVENT OF A CLAIM OR REMEDIATION EXPENSE OR DISCOVERY OF CONTAMINATION****A. The Insured's Duties**

As a condition precedent to our obligations under this policy, in the event of a **claim, loss, professional loss, remediation expense**, other coverage afforded under this policy or the discovery of **contamination**, and pursuant to VII. NOTICE AND CLAIM REPORTING PROVISIONS above, you must:

- As soon as practicable, give notice containing all reasonably ascertainable information including but not limited to the particulars sufficient to identify the **insured**, witnesses, injured parties, time, place and underlying circumstances to us;
- As soon as practicable, give notice to us regarding the specific particulars of any **contamination** and reasonably anticipated response to such **contamination** and extent of expected **remediation expense** or **emergency expense** that may reasonably be anticipated to be incurred as a result of any **contamination**;
- Immediately forward to us every demand, notice, summons, or other process received by the **insured** or **insured's** representatives;
- Authorize us to obtain records and other information on an **insured's** behalf;
- Take reasonable measures to protect your interests, and to mitigate any **loss, professional loss, remediation expense, defense expense** or any other coverage afforded under this policy, and to comply with applicable laws. We shall not be liable for **loss, professional loss, remediation expense, defense expense** or any other coverage afforded under this policy admitted by the **insured** without our prior written consent;
- Except at an **insured's** sole expense, admit no liability, make no payments, assume no obligation and incur no expense related to such **claim, or remediation expense** without our prior written consent, except in the case of **emergency expense**;
- Fully cooperate with us and, upon our request, assist in investigations, making settlements and in the conduct of defense of **claims**. The **insured** shall, at the **insured's** cost, attend inquires, interviews, hearings, trials and depositions and shall assist in securing and giving evidence and in obtaining the attendance of witnesses and employees; and

Page 22 of 30

8. Not demand or agree to arbitration of any **claim** or any part of your responsibilities for **remediation expense, loss, or professional loss**, or other coverage afforded or **contamination** without our prior written consent. Such consent shall not be unreasonably withheld.

BREACH OF ANY OF THE ABOVE CONDITIONS PRECEDENT TO COVERAGE WILL BE DEEMED TO HAVE PREJUDICED THE COMPANY AND WILL, AT THE SOLE AND ABSOLUTE DISCRETION OF THE COMPANY, RESULT IN FORFEITURE OF ALL COVERAGE FOR ANY **CLAIM, LOSS, PROFESSIONAL LOSS, REMEDIATION EXPENSE, EMERGENCY EXPENSE** OR ANY OTHER BENEFIT UNDER THIS POLICY

**B. Rights and Duties Concerning Contamination**

- Subsequent to an **insured's** discovery of, and notification to us of **contamination** in accordance with Sections VII. and VIII. of the policy, The **insured** shall have the right and duty to retain an **environmental professional**, subject to our consent, to investigate or remediate **contamination** that has or may reasonably be expected to result in **loss** or **remediation expense** covered by this insurance. We have the right, but not the duty, to review and approve all aspects of any such investigation or remediation.
- In the event of **emergency expense**, the **insured** may select an **environmental professional** without our prior consent. Except for **emergency expense**, any costs incurred without our consent will not be covered under this policy or credited against the **self-insured retention**. As a condition precedent for coverage of **emergency expense** under this policy, the **insured** must notify us as soon as practicable, but in no event after expiration of the **policy period**, of such **emergency expense**.
  - In the event that the **insured**, subject to our prior consent, retains a remediation contractor to investigate and remediate **contamination** to which this policy applies, the **remediation expense** we must pay to such remediation contractor is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place. We have the right to require that such remediation contractors have certain minimum qualifications with respect to competency, including experience in investigation and remediation **contamination** similar to the **contamination** at issue, and to require that such remediation contractors have acceptable limits of errors and omissions insurance coverage. The **insured** warrants that such remediation contractors will timely respond to our requests for information regarding any **contamination**.
  - In the event that the **insured**, subject to our prior consent, directly undertakes the investigation and remediation of **contamination** resulting directly or indirectly from **your contracting operations** to which this policy applies, the **remediation expense** we must pay to such **insured** is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place, but in no event will we be obligated to pay the **insured** for any element of overhead or profit with respect to any **remediation expense** it incurs under this subparagraph

Page 23 of 30

- In addition, we shall retain the right but not the duty to investigate or remediate **contamination** on behalf of the **insured** after receipt of notice of such **contamination**. Any expenses incurred in such investigation or remediation shall be deemed to be incurred by the **insured** and applied against the Limits of Insurance and credited against the **self-insured retention**.

**IX. EXTENDED REPORTING PROVISIONS**

The provisions of this Section IX. EXTENDED REPORTING PROVISIONS shall apply only to coverage provided by this policy that is on a Claims-Made and Reported Basis.

**A. Automatic Extended Reporting Period**

- If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, we will provide to you a ninety (90) day automatic **extended reporting period**, at no additional charge.
- The automatic **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the ninety (90) day extension period, but only with respect to:
  - A negligent act, error or omission in **your professional services**; or
  - Contamination** that the **named insured** discovers or is made aware of during the **policy period** and reports to us in writing during the **policy period**; or
  - Solely with respect to **contamination** that the **named insured** discovers or is made aware of within twenty four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such **contamination** or negligent act, error, or omission, as applicable, is otherwise covered by this policy.

- If you purchase replacement coverage for this policy, the ninety (90) day automatic extension period will end on the effective date of the replacement coverage.

**B. Supplemental Extended Reporting Period**

- If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, you shall have the right to purchase a supplemental **extended reporting period** of thirty-three (33) months for a premium of not more than two hundred percent (200%) of the expiring policy premium.
- The supplemental **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the supplemental **extended reporting period** but only with respect to:
  - A negligent act, error or omission in **your professional services**; or
  - Contamination** that the **named insured** discovers or is made aware of during the **policy period** and reports to us in writing during the **policy period**; or

Page 24 of 30

- c. Solely with respect to **contamination** that the **named insured** discovers or is made aware of within twenty-four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such **contamination** or negligent act, error, or omission, as applicable, is otherwise covered by this policy.

3. You must apply for this extension in writing, accompanied by payment of premium, prior to the expiration of the ninety (90) day automatic **extended reporting period** under **A.** above.

#### C. Extended Reporting Periods

The **extended reporting periods** are subject to the following conditions, as applicable:

1. All premium paid with respect to a supplemental **extended reporting period** shall be deemed to be fully earned as of the first day of the extension period.
2. The supplemental **extended reporting period** described herein shall commence upon the day that the automatic **extended reporting period** terminates.
3. For the purpose of any **extended reporting period**, any change in premium, **self-insured retention**, Limits of Insurance or other terms or conditions at renewal is not a refusal to renew.
4. Limits of Insurance available during any **extended reporting period** shall not exceed the balance of the Limits of Insurance in effect at the time the policy terminated.
5. In the event similar insurance is in force covering any **claims** first made during the automatic **extended reporting period**, there is no coverage under this policy.
6. In the event similar insurance is in force covering any **claims** first made during the supplemental **extended reporting period**, coverage provided by this policy shall be excess over any such other insurance, including any applicable deductible or self-insured retention amounts of such other insurance. For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.
7. Any **extended reporting period** does not extend the **policy period**. Any **claim** first made against you during an **extended reporting period** will be deemed to have been first made during the last day of the **policy period**.

#### X. GENERAL CONDITIONS

##### A. Subrogation

If we pay any amount under this policy, we shall be subrogated to the **insured's** rights of recovery against any individual, firm or organization. The **insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **insured** shall not waive or prejudice such rights subsequent to when a **claim** is first made or when the **insured** discovers **contamination**.

Any recovery as a result of a subrogation proceeding arising out of payment of a **professional loss**, **loss** or **remediation expense** covered under this insurance shall accrue first to you to the extent of any payments in excess of the Limits of Insurance; then to us to the extent of our payment under the policy; and then to you to the extent of your deductible. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery, in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client and any entity where required by written contract provided that such contract is fully executed prior to the first commencement of **contamination** or prior to the rendering or failure to render your **professional services**, as applicable to which this insurance applies. Such waiver of subrogation within any written contract does not expand, enhance or otherwise increase the terms and conditions of this policy accordingly.

##### B. Changes

Notwithstanding anything to the contrary, no provision of this policy may be amended, waived or otherwise changed except by endorsement issued by us to form part of this policy.

##### C. Action Against Us

No person or organization has a right under this insurance:

1. To join us as a party or otherwise bring us into a **claim**; or
2. To sue us under this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on a fully executed settlement agreement or on a final judgment against the **insured** obtained after an actual trial; but we will not be liable for **loss**, **professional loss**, **remediation expense**, **emergency expense**, or **defense expense** that is not payable under the terms of this insurance or that is in excess of the applicable Limits of Insurance.

##### D. Bankruptcy

Your bankruptcy or insolvency, or that of your successors in interest, shall not relieve us of our obligations under this policy.

##### E. Cancellation or Non-Renewal

You may cancel this policy by surrendering it to us or one of our authorized agents or by mailing written notice to us and providing to us a future date when cancellation shall be effective. If you cancel this policy, we shall retain the customary short-rate portion of the premium less the minimum earned premium, if applicable.

We may cancel the policy by mailing to you at the address stated in ITEM 2 in the Declarations written notice stating when, not less than ninety (90) days thereafter; or ten (10) days in the case of cancellation for non-payment of premium or **self-insured retention**, such cancellation shall become effective. If we cancel the policy, earned premium shall be computed pro-rata. The mailing of Notice of Cancellation as aforementioned shall be sufficient notice of the intent to cancel. The effective date of cancellation specified in the notice shall terminate this **policy period**.

This policy may only be cancelled by us for:

1. Non-payment of premium or **self-insured retention**;
2. Change in your operations or professional services that materially increase risks covered under this policy;
3. Fraud or material misrepresentation by you; or
4. Any **named insured's** failure to comply with terms and conditions or your contractual obligations under this policy. You shall have a period of sixty (60) days from the date of notice of cancellation to remedy such non-compliance. If the remedy is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force. Notwithstanding the foregoing, if the policy is cancelled due to non-payment of premium, at the Company's option, upon receipt of all outstanding premium payments, the policy may be reinstated, but only from the date we receive such outstanding premium payments.

##### F. Assignment

Assignment of interest under this policy shall not bind us and such assignment is void unless our consent is endorsed hereon.

##### G. Representations

By acceptance of this policy, you represent and warrant that:

1. The statements in the Declarations and application are complete and accurate;
2. The statements in the application are your representations and warranties and that those representations and warranties are material;
3. This policy is issued in reliance upon the truth and accuracy of such representations and warranties;
4. The statements in the application are incorporated into this policy. This policy embodies all existing agreements between you and us relating to this insurance;
5. Breach of those representations or warranties will result, at our election, in forfeiture of coverage for any **claim**, **loss**, **professional loss**, **remediation expense** or **emergency expense** reported to us under the policy, or voiding of the policy from the **inception date**.

For the purposes of this policy, application means the formal application and all attachments and other documents and materials submitted to us by you, or on your behalf, in connection with your purchase of this policy and any endorsements we may issue after the **inception date**, including any renewal of this policy. In the event you did not submit an application form to us, the application will be deemed to consist of any documents or materials submitted to us by you or on your behalf in connection with your purchase of this policy, any endorsements we may issue or any renewal of this policy.

##### H. Other Insurance

If other valid and collectible insurance is available to the **insured** for coverage granted under this policy, our obligations are limited as follows:

1. This insurance is primary, and our obligations are not affected unless any other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph 2, below, or this insurance will be primary and non-contributory when Paragraph 3, below applies; and
2. If all of the other insurance permits contribution by equal shares, we will also follow this method. In this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. In contribution by limits, each insurer's share is based upon the ratio its applicable limit of insurance bears to the total applicable limits of insurance of all insurers.
3. This insurance is primary and non-contributory with other valid and collectible insurance, but only if: (i) the **named insured** has a written contract or agreement requiring this insurance to be primary and non-contributory; and (ii) such contract or agreement was executed prior to the date that your **contracting operations** or your **professional services**, as applicable first commenced.

For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.

##### I. Headings

The descriptions in the headings of this policy and any endorsements attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

##### J. Consent

Where consent by us or an **insured** is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

##### K. Access and Inspection

In connection with underwriting of this insurance or with our defense or adjustment of any **loss**, **professional loss**, **claim**, **remediation expense** or any other coverage afforded under this policy, we shall be allowed, but not obligated to, conduct inspections, surveys, audits or reviews of your location, operations, books or other information deemed pertinent by us. Such inspections, surveys, audits or reviews could involve the taking of samples, interviewing of **employees**, physical access to locations or access to materials or information concerning your operations, structure or financials of your company.

The **insured** agrees to cooperate with us, and provide us with access to locations, information, and employees for such inspections, surveys, audits, or reviews, whether or not you deem such location or information relevant to the underwriting of this insurance, or with our defense or adjustment of any **claim**, **loss**, **professional loss**, **remediation expense** or any other coverage afforded under this policy.

Neither our right to conduct such inspections, surveys, audits or reviews nor the results or conclusions of such actual inspections, surveys, audits or reviews shall warrant, in any way, that the operations or location are safe, healthful or compliant with or conform to applicable laws, standards or accepted practices. This condition applies to any agents or representatives that we allow to conduct such inspections, surveys, audits or reviews on our behalf.

**L. Sole Agent**

The **named insured** listed in ITEM 1. on the Declarations shall act on behalf of all other **insureds**, if any, for the payment or return of any premium, payment of any **self-insured retention**, receipt and acceptance of any endorsement issued to form a part of the policy, giving and receiving notices, including notices of cancellation or non-renewal, the exercise of the rights provided in the **extended reporting period**, and the receipt and acceptance of any payment required to be made by us under the policy.

**M. Severability**

Except with respect to Limits of Insurance, **self-insured retention**, Exclusion M. **Insured versus Insured**, Cancellation or Non-Renewal and any rights and duties assigned in this policy to you, this insurance applies as if each **insured** were the only **insured** and separately to each **insured** against whom a **claim** is made. Any misrepresentation, act, or omission that is in violation of a term, duty or condition under this policy by one **insured** shall not prejudice another **insured** under this policy. This condition shall not apply to an **insured** who is a parent, subsidiary or affiliate of the **insured** which committed the misrepresentation, act, or omission referenced above.

**N. Shared Limits**

You and all other **insureds** understand, agree and acknowledge that this policy contains an Aggregate Limit that is applicable to and shared by all **insureds** who are or may become an **insured**. As such all **insureds** understand and agree that the limits of this policy may be depleted or exhausted by payments to other **insureds**.

**O. Arbitration**

Any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy, shall be resolved through binding arbitration. Except with respect to the selection of the arbitration panel, the arbitration will be conducted in accordance with the rules of the American Arbitration Association ("AAA") that are in effect as of the date a party first provides notice of its demand for arbitration to the other party in accordance with the policy's notice provisions. The panel will consist of one arbitrator selected by the **insured**; one selected by us; and a third independent arbitrator will be selected by the first two arbitrators. If the first two arbitrators cannot agree on the selection of a third independent arbitrator within thirty (30) days of such notice, the third arbitrator will be selected by the AAA.

The arbitration proceeding will take place in the state shown in ITEM 2. in the Declarations or in the domicile of the entity seeking relief from us or from whom we are seeking relief. The arbitrators must give due consideration to the general principles of the law of the state shown in ITEM 2. in the Declarations in construing and interpreting this policy; provided however, that the terms, conditions, provisions and exclusions of this policy are to be construed in an evenhanded fashion as between the parties. Where the language of this policy is alleged to be ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant terms, conditions, provision or exclusions of the policy (without regard to the authorship of the language, the doctrine of reasonable expectations of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators will be binding on all parties, must set forth its reasoning and basis in law and fact, and must be provided to all parties simultaneously. The arbitrators' award shall not include attorney fees or other costs of arbitration. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear the costs and expenses of arbitration equally.

Notwithstanding any language to the contrary, the parties hereby agree that: the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of a party's receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office and simultaneously serving such Notice on the other party. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

**IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE SIGNED BY OUR PRESIDENT AND SECRETARY. THIS POLICY SHALL NOT BE VALID UNLESS SIGNED ON THE DECLARATIONS PAGE BY OUR DULY AUTHORIZED REPRESENTATIVE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS  
OR ORGANIZATIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us \_\_30\_\_ days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us \_\_10\_\_ days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE AMENDATORY ENDORSEMENT – PRIMARY AND NON-  
CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

EXCESS THIRD PARTY LIABILITY POLICY

Under **SECTION VI – CONDITIONS**, the following paragraph is added to Condition **f. Other Insurance**:

Where the Named Insured is required by written contract or agreement to provide insurance to an additional insured that is primary and non-contributory, and the written contract so requiring is executed by the Named Insured before an **occurrence** or offense, this insurance will be primary, but only to the extent:

- a. Required by that written contract or agreement; and
- b. Coverage required by such written contract or agreement is provided by the **controlling underlying insurance** and all other **underlying insurance**.

Subject to the foregoing, this policy shall not apply in excess of other insurance available to the additional insured referenced above and we will not seek contributions from such other insurance. However, this insurance does apply excess of all **underlying insurance** and any other applicable insurance available to the Named Insured.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 19

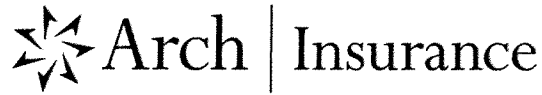
This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: UXP1052467-01

Named Insured: Omega Morgan Holdings, Inc

Endorsement Effective Date: June 01, 2024



Arch Specialty Insurance Company  
(A Missouri Corporation)

**EXCESS THIRD PARTY LIABILITY POLICY  
SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE  
(LEAD EXCESS)**

NAMED INSURED: Omega Morgan Holdings, Inc

POLICY NUMBER: UXP1052467-01

POLICY PERIOD: EFFECTIVE DATE: June 1, 2024 EXPIRATION DATE: June 1, 2025

**3.a. CONTROLLING UNDERLYING INSURANCE**

**1. General Liability**

Insurer: Houston Specialty Insurance Company

Policy Number: CON-HS-GL-0000074-02

Term: 06/01/2024 to 06/01/2025

**Applicable Limits of Liability**

\$1,000,000 Each Occurrence or Offense

\$2,000,000 General Aggregate

\$2,000,000 Products - Completed Operations Aggregate

**2. Automobile Liability**

Insurer: Imperium Insurance Company

Policy Number: CON-IIC-CA-0000074-02

Term: 06/01/2024 to 06/01/2025

**Applicable Limits of Liability**

\$1,000,000 Combined Single Limit

**3. Employers Liability**

Insurer: Zurich American Insurance Company (Intermountain OM Holdings LLC)

Policy Number: WC 3859113 - 01

Term: 10/01/2023 to 10/01/2024

**Applicable Limits of Liability**

\$1,000,000 Each Accident

\$1,000,000 Each Employee

\$1,000,000 Policy Limit

(Or unlimited in those states where benefits are unlimited)

**3.b. OTHER UNDERLYING INSURANCE**

**1. Personal & Advertising Injury Limit**

Insurer: Houston Specialty Insurance Company  
Policy Number: CON-HS-GL-0000074-02  
Term: 06/01/2024 to 06/01/2025

**Applicable Limits of Liability**

\$1,000,000 Per Person or Organization

**2. Foreign General Liability**

Insurer: Northbridge General Insurance Corporation  
Policy Number: P04185524  
Term: 06/01/2024 to 06/01/2025

**Applicable Limits of Liability**

\$2,000,000 Each Occurrence or Offense  
\$5,000,000 Per Policy Period

**3. Employers Liability**

Insurer: SAIF Corporation (Omega Rigging and Machinery Moving Inc)  
Policy Number: 889851  
Term: 10/01/2023 to 10/01/2024

**Applicable Limits of Liability**

\$1,000,000 Each Employee  
\$1,000,000 Each Wrongful Act  
\$1,000,000 Policy Limit

**4. Employers Liability**

Insurer: SAIF Corporation (Morgan Millwright Service Inc)  
Policy Number: 812971  
Term: 10/01/2023 to 10/01/2024

**Applicable Limits of Liability**

\$1,000,000 Each Accident  
\$1,000,000 Each Employee  
\$1,000,000 Policy Limit

**5. Employers Liability**

Insurer: SAIF Corporation (Omega Morgan Cranes LLC)  
Policy Number: 879460  
Term: 10/01/2023 to 10/01/2024

**Applicable Limits of Liability**

\$1,000,000 Each Accident  
\$1,000,000 Each Employee  
\$1,000,000 Policy Limit



## ENDORSEMENT

This endorsement, effective 12:01AM: **06/01/2024**  
Forms a part of Policy No.: **42-XSF-320203-03**  
Issued to: **Omega Morgan Holdings, Inc**  
By: **National Fire & Marine Insurance Company**

## SCHEDULE OF UNDERLYING

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### FOLLOW FORM EXCESS LIABILITY POLICY

#### SCHEDULE OF UNDERLYING INSURANCE: FOLLOWED POLICY:

Coverage Description	Insurer Policy Period Policy Number	Limits of Insurance Retentions Defense Treatment
<b>General Liability</b> US - United States	Houston Specialty Insurance Company 06/01/2024 to 06/01/2025 Policy #CONHSGLO00007402	\$1,000,000 Per Occurrence \$1,000,000 Personal and Advertising Injury Limit \$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations Aggregate \$100,000 Deductible Defense Treatment: Outside the Limit
<b>Employee Benefits</b> US - United States	Houston Specialty Insurance Company 06/01/2024 to 06/01/2025 Policy #CONHSGLO00007402	\$1,000,000 Each Employee \$1,000,000 Aggregate \$1,000 Deductible Defense Treatment: Outside the Limit
<b>Auto Liability</b> US - United States	Imperium Insurance Company 06/01/2024 to 06/01/2025 Policy #CONIICCA000007402	\$1,000,000 CSL Defense Treatment: Outside the Limit
<b>Employer's Liability</b> US - United States	Houston Specialty Insurance Company 06/01/2024 to 06/01/2025 Policy #CONHSGLO00007402	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit Defense Treatment: Outside the Limit

**UNDERLYING POLICY:**

<b>Coverage Description</b>	<b>Insurer Policy Period Policy Number</b>	<b>Limits of Insurance Retentions Defense Treatment</b>
<b>Excess Liability</b> US - United States	Arch Specialty Insurance Company 06/01/2024 to 06/01/2025 Policy #UXP1052467-01	\$2,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations Aggregate  Defense Treatment: Outside the Limit
<b>General Liability</b> US - United States Foreign GL	Northbridge Commercial Insurance Corp 06/01/2024 to 06/01/2025 Policy #P04185524	\$2,000,000 Per Occurrence \$2,000,000 Personal and Advertising Injury Limit \$5,000,000 General Aggregate \$5,000,000 Products-Completed Operations Aggregate  Defense Treatment: Outside the Limit
<b>Auto Liability</b> US - United States Foreign AL	Northbridge Commercial Insurance Corp 06/01/2024 to 06/01/2025 Policy #P04185524	\$2,000,000 CSL  Defense Treatment: Outside the Limit
<b>Employer's Liability</b> US - United States	Zurich American Insurance Company 10/01/2023 to 10/01/2024 Policy #WC966340313	\$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit  Defense Treatment: Outside the Limit
<b>Employer's Liability</b> US - United States	SAIF 10/01/2023 to 10/01/2024 Policy #812970	\$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit  Defense Treatment: Outside the Limit
<b>Employer's Liability</b> US - United States	SAIF 10/01/2024 to 10/01/2025 Policy #812971	\$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit  Defense Treatment: Outside the Limit
<b>Employer's Liability</b> US - United States	SAIF 10/01/2023 to 10/01/2024 Policy #889851	\$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit  Defense Treatment: Outside the Limit

<b>Employer's Liability</b> US - United States	SAIF 10/01/2023 to 10/01/2024 Policy #879460	\$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit  Defense Treatment: Outside the Limit
<b>Employer's Liability</b> US - United States	Zurich American Insurance Company 10/01/2023 to 10/01/2024 Policy #WC385911301	\$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit  Defense Treatment: Outside the Limit

All other terms and conditions of the policy remain unchanged.



# UNITED SPECIALTY INSURANCE COMPANY

## COMMON POLICY DECLARATIONS

Policy Number: BTM2412009

<b>First Named Insured:</b> <u>Omega Morgan Holdings, Inc</u>
<b>Mailing Address:</b> <u>5602 NW Huffman Street Hillsboro, OR 97124</u>
<b>Producer:</b> <u>CRC - WA</u>
<b>Policy Period:</b> From: <u>6/1/2024</u> To: <u>6/1/2025</u>

<b>Excess Liability (Pro-Rata Shared Layer) Premium</b>	\$ <u>618,625</u>
<b>TRIA Premium</b>	\$ <u>Rejected</u>

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**TOTAL AMOUNT PAYABLE BY THE INSURED** \$ 618,625

**MINIMUM EARNED PREMIUM:** 35 %

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**LIMITS OF INSURANCE:**

\$ <u>4,000,000</u>	<b>Each Occurrence</b>
\$ <u>4,000,000</u>	<b>Aggregate Limit</b>
\$ <u>4,000,000</u>	<b>Products Completed Operations Aggregate</b>
\$ <u>8,000,000</u>	<b>Part of Limit</b>

(subject to any applicable deductible and/or Self-Insured Retention(s) under the controlling pro-rata insurance.)

**PRO-RATA SHARE (OF THIS POLICY):** 50 %

**CONTROLLING PRO-RATA INSURANCE:**

Company:	Berkshire Hathaway Group	
Policy Number:	42-XSF-320203-03	
Coverage:	Commercial Liability - Excess	
Policy Period:	From 6/1/2024	to 6/1/2025
Limits:	\$4,000,000	part of \$8,000,000

**Summary of Charges**

<b>Premium</b>	<b>\$618,625.00</b>
<b>OR Surplus Lines Tax</b>	<b>\$12,372.50</b>
<b>OR Surplus Lines Service Charge</b>	<b>\$10.00</b>
<b>Fire Marshal Tax</b>	<b>\$1,855.88</b>
<b>Total</b>	<b>\$632,863.38</b>
<b>Zip Code</b>	<b>97124</b>

**Surplus Lines Licensee:** CRC Insurance Services, Inc.

This is evidence of insurance was procured and developed under the Oregon Surplus Lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this evidence of insurance.

**SCHEDULE OF UNDERLYING POLICIES**

**GENERAL LIABILITY**

Defense Cost:	Outside	\$1,000,000	Each Occurrence
Carrier:	Houston Specialty Insurance Company	\$2,000,000	General Aggregate
Policy Period:	06/01/2024 TO 06/01/2025	\$2,000,000	Products - Completed Operations Aggregate
		\$1,000,000	Personal & Advertising Injury By Occurrence

**GENERAL LIABILITY**

Defense Cost:	Outside	\$2,000,000	Each Occurrence
Carrier:	Northbridge Commercial Insurance Corp	\$5,000,000	General Aggregate
Policy Period:	06/01/2024 TO 06/01/2025	\$5,000,000	Products - Completed Operations Aggregate
		\$2,000,000	Personal & Advertising Injury By Occurrence

**EMPLOYEE BENEFITS LIABILITY**

Carrier:	Houston Specialty Insurance Company	\$1,000,000	Each Employee Limit
Policy Period:	06/01/2024 TO 06/01/2025	\$1,000,000	Aggregate

**AUTO LIABILITY**

Carrier:	Imperium Insurance Company	\$1,000,000	Combined Single Limit
Policy Period:	06/01/2024 TO 06/01/2025		

**AUTO LIABILITY**

Carrier:	Northbridge Commercial Insurance Corp	\$2,000,000	Combined Single Limit
Policy Period:	06/01/2024 TO 06/01/2025		

**EMPLOYERS LIABILITY**

Carrier:	Houston Specialty Insurance Company	\$1,000,000	Bodily Injury By Accident Each Accident
Policy Period:	06/01/2024 TO 06/01/2025	\$1,000,000	Bodily Injury By Disease Policy Limit
		\$1,000,000	Bodily Injury By Disease Each Employee

**EMPLOYERS LIABILITY**

Carrier:	Zurich American Insurance Company	\$1,000,000	Bodily Injury By Accident Each Accident
Policy Period:	10/01/2023 TO 10/01/2024	\$1,000,000	Bodily Injury By Disease Policy Limit
		\$1,000,000	Bodily Injury By Disease Each Employee

**EMPLOYERS LIABILITY**

Carrier:	SAIF	\$1,000,000	Bodily Injury By Accident Each Accident
Policy Period:	10/01/2023 TO 10/01/2024	\$1,000,000	Bodily Injury By Disease Policy Limit
		\$1,000,000	Bodily Injury By Disease Each Employee

**EMPLOYERS LIABILITY**

Carrier:	SAIF	\$1,000,000	Bodily Injury By Accident Each Accident
Policy Period:	10/01/2023 TO 10/01/2024	\$1,000,000	Bodily Injury By Disease Policy Limit
		\$1,000,000	Bodily Injury By Disease Each Employee

**EMPLOYERS LIABILITY**

Carrier:	SAIF	\$1,000,000	Bodily Injury By Accident Each Accident
Policy Period:	10/01/2023 TO 10/01/2024	\$1,000,000	Bodily Injury By Disease Policy Limit
		\$1,000,000	Bodily Injury By Disease Each Employee

**EMPLOYERS LIABILITY**

Carrier:	SAIF	\$1,000,000	Bodily Injury By Accident Each Accident
Policy Period:	10/01/2023 TO 10/01/2024	\$1,000,000	Bodily Injury By Disease Policy Limit
		\$1,000,000	Bodily Injury By Disease Each Employee

**SCHEDULE OF UNDERLYING POLICIES**

**EMPLOYERS LIABILITY**

Carrier:	SAIF		\$1,000,000	Bodily Injury By Accident Each Accident
Policy Period:	10/01/2023	TO	10/01/2024	\$1,000,000 Bodily Injury By Disease Policy Limit
			\$1,000,000	Bodily Injury By Disease Each Employee

**EMPLOYERS LIABILITY**

Carrier:	Zurich American Insurance Company		\$1,000,000	Bodily Injury By Accident Each Accident
Policy Period:	10/01/2023	TO	10/01/2024	\$1,000,000 Bodily Injury By Disease Policy Limit
			\$1,000,000	Bodily Injury By Disease Each Employee

**EXCESS LIABILITY**

Carrier:	Arch Specialty Insurance Co		\$2,000,000	Products-Completed Operations Aggregate
Policy Period:	06/01/2024	TO	06/01/2025	\$2,000,000 General Aggregate
			\$2,000,000	Each Occurrence