



## Response to Request for Proposals Environmental Consulting, Testing, Oversight and Monitoring Services

**Prepared for:**

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**Subject: Response to Request for Proposals for Environmental Consulting, Testing, Oversight and Monitoring Services- One Year Contract with Option to Renew**

Montrose Environmental Solutions, Inc. (Montrose) is pleased to submit this Qualifications Package in response to the Housing Authority of the City of Bayonne (BHA) Request for Proposal (RFP) for **Environmental Consulting, Testing, Oversight and Monitoring Services**. Montrose is a full-service environmental consulting firm, with more than 3,600 employees in 100 offices worldwide. The company offers innovative solutions to a broad range of health & safety, industrial hygiene, environmental and engineering projects. Montrose's Northeast Division is headquartered in Robbinsville, NJ with additional offices in Valley Forge, PA; Wilmington, DE; Rochester, NY; and Charlottesville, VA.

**Our Northeast Division includes over 120 professional engineers, geologists, hydrogeologists, environmental scientists and remediation specialists includes four NJ Licensed Site Remediation Professionals (LSRPs) and NJ several Professional Engineers.** Our team also includes NJ-Licensed Subsurface Evaluators, as well as industrial hygienists with Asbestos and Lead certifications. We are licensed in NJ to perform Underground Storage Tank (UST) closures and subsurface evaluations, and we also are a New Jersey Department of Environmental Protection (NJDEP) certified laboratory for the implementation of low flow groundwater sampling methods. Montrose also has extensive experience with remediation planning and land use redevelopment from our civil/site design group.

Our company has extensive experience providing professional services to municipalities, public and private sector companies, and colleges and universities throughout the state. We also have experience working on HUD projects.

We hold Environmental Consulting contracts with clients such as Atlantic County, the City of Bayonne, Cumberland County, the City of Vineland Utilities Authority, the Camden Redevelopment Agency, the NJ Economic Development Authority, Rowan University, Princeton University, Brookdale Community College, and the College of New Jersey, among others.

We also have significant experience working on a myriad of environmental projects with local and state governments including Middlesex County; City of Trenton; Township of Hamilton; Pennington Borough; City of Bridgeton, Water & Sewer Department; City of Vineland, Water Department; City of Millville, Water Department; and City of Wildwood, Water Department.

Montrose and its staff have been providing services to local and state governments and other business entities for more than 30 years. Montrose has significant expertise in all phases of investigation and remediation of pollution affecting water, air, soil and groundwater, including underground storage tanks and historic operations of industrial sites. We look forward to the opportunity to assisting the BHA with these services.

Respectfully Submitted,  
[Montrose Environmental Solutions, Inc.](#)

Frederick (Rick) Shoyer, LSRP, N2  
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## 1 ABOUT MONTROSE

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Montrose Environmental Solutions, Inc. (Montrose) is a full-services environmental and engineering consulting firm and has been providing consulting services for more than thirty years. We currently have over 100 offices and 3,600 employees, including 120 professionals in our Northeast Division. Montrose's Northeast Division is headquartered in Robbinsville, NJ with additional offices in Valley Forge, PA; Wilmington, DE; Rochester, NY; and Charlottesville, VA.

Our team of over 120 professional engineers, geologists, hydrogeologists, environmental scientists and remediation specialists includes four NJ LSRPs and seven Professional Engineers who have successfully executed numerous projects of similar size and scope as outlined in the RFP. Our team of LSRPs have issued over 150 Response Action Outcomes (RAO) and over 15 NJDEP-approved Remedial Action Permits. Our team includes Subsurface Evaluators and NJ Licensed System Operators (N2, S4, C4, W4, and T4). We are licensed in NJ to perform Underground Storage Tank (UST) closures and subsurface evaluations, and we also are a NJDEP certified laboratory for the implementation of low flow groundwater sampling methods. Montrose has extensive experience with remediation planning and land use redevelopment from our civil/site design group.

Our highly trained and experienced engineers and scientists, environmental and remediation specialists, geologists, hydrogeologists, biologists, and environmental compliance specialists work with both public- and private-sector clients, delivering turnkey solutions for large- and small-scale investigation and remediation of contaminated sites.

Our Industrial Hygiene Division consists of a highly-experienced team of industrial hygienists, trainers and health & safety professionals. Our personnel are qualified to provide on-site air monitoring services as well as testing for asbestos, lead-based paint, lead in drinking water and mold and a myriad of other health & safety and industrial hygiene services. Our professionals have combined experience preparing technical plans and specifications for asbestos, industrial hygiene, lead, and mold projects. Our team specializes in establishing, maintaining and updating health & safety procedures in a cost-effective manner, working with regulators to assist clients in resolving notice of violations cited by the NJDOH, NJDEP and OSHA.

Our staff includes eight Asbestos Hazard and Emergency Response Act (AHERA) certified building inspectors, one AHERA accredited Management Planner, three accredited Project Monitors, three New Jersey Asbestos Safety Technicians (AST), one AHERA accredited Project Designer, and three New Jersey Certified Lead Inspectors.

Montrose holds the following licenses in the state of New Jersey:

- NJ Business Registration
- New Jersey Public Works Contractor
- NJ Department of Property Management & Construction Certified
- NJ Division of Community Affairs (NJDCA) Asbestos Safety Control Monitoring firm
- NJDCA Lead Evaluation Contractor
- NJDCA State Board of Professional Engineers and Land Surveyors Certified
- NJDEP Underground Storage Tank Closure and Subsurface Evaluator
- Soil, groundwater, surface water, sediment, and air sampling (certified by NJDEP to perform low-flow sampling as laboratories)



## 2 OUR SERVICES

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The following subsections provide a brief description of the services that Montrose routinely performs, and that are requested in BHA's RFP.

### 2.1 Preliminary Assessments/Phase I Investigations

Our Phase I environmental site assessments are designed to meet the "all appropriate inquiry" standard developed by the USEPA to protect prospective purchasers not responsible for environmental releases/impacts discovered on a property. Our Project Managers (PMs) have designed, planned and overseen the execution of hundreds of Preliminary Assessments and ASTM Phase I Site Assessments. This work has been performed in accordance with various regulations, standards and guidance including: the NJ Site Remediation Reform Act (SRRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); Toxic Substance Control Act (TSCA); National Environmental Policy Act (NEPA) and ASTM E1527-21 and E1903-19 (Phase I and II Environmental Site Assessments), and in compliance with NJ State Green Acres Program. Our Team has developed a systematic process for these types of initial environmental property assessments that results in a consistent report deliverable in typically under 30 days. Montrose also has the capabilities to self-perform Hazardous Material Surveys (see Sections 1.3.8 and 1.3.9) concurrently to save time and project costs for the County

Key points about the Preliminary Assessment:

1. Regulatory Compliance: The PA must comply with the NJDEP regulations, specifically the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E-3.
2. Purpose: It is used to identify areas of concern at a property and to determine if there are any potential environmental issues that need further investigation.
3. Differences from Phase I ESA: Unlike the Phase I Environmental Site Assessment (ESA), which is used nationwide, the PA includes additional requirements to satisfy New Jersey's specific regulations. For example, a PA is necessary for compliance with the New Jersey Industrial Site Recovery Act (ISRA) N.J.A.C 7:26B and for licensing new childcare centers

Montrose can perform a Preliminary Assessment or ASTM Phase I Environmental Site Assessment based on the needs of the BHA, or perform them both concurrently.

### 2.2 Site Investigations/Phase II Environmental Site Assessments

Our Project Managers (PMs) have designed, planned and overseen the execution of thousands of assessments and investigations that included soil, sediment, waste piles, surface water, groundwater and air environmental sampling, other data collection, evaluation of site data, computer modeling and reporting. Montrose uses various strategies to develop investigation plans that maximize the benefit of the collected data and minimize costs. This work has been performed in accordance with various regulations, standards and guidance including: SRRA; CERCLA; TSCA; NEPA and ASTM E1527-21 and E1903-19 (Phase I and II Environmental Site Assessments). Montrose's Program Manager (PgM) and PM will develop an initial scope of work based on communications with the County. The selection of specific investigation means/methods to be used will focus on safety, ability to implement, schedule and effectiveness in achieving the project goals within the designated timeframe. Cost will be used as a balancing criterion.

Non-intrusive methods will be favored over intrusive methods if each are equal, or if non-intrusive methods can be used as a screening step to better focus intrusive methods and reduce sampling/testing. The use of emerging technologies or sampling strategies that rely on the PMs, and/or LSRPs, professional judgment will not be used



without approval of BHA. Montrose will discuss with BHA the risks and benefits of the use of any emerging technology or strategy prior to implementation.

Our field team consists of over 30 highly qualified field technicians, geologists and environmental scientists with extensive experience performing environmental investigations, remediation and other environmental field work. The experience of our long-serving staff is shared with the up-and-comers, creating a cohesive team that has vast knowledge and poise when confronting the various expected and unexpected challenges that crop up in the field. Our team is well trained in the full spectrum of sampling methods and equipment used to collect soil, groundwater, sediment, surface water, soil gas and/or air samples for laboratory analysis. The team is also well acquainted with field screening equipment including Dexsil PetroFLAG and Clor-N-Oil soil analyzers, X-ray fluorescence (XRF) analyzers and photoionization detectors (PIDs) to reduce analytical costs and streamline investigations. Additionally, Montrose is certified by NJDEP to perform low-flow sampling as laboratories under Certification Numbers PA055, 11060 and 11057. Montrose has also investigated multiple sites in New Jersey and other states for the presence of emerging contaminants such as per- and polyfluoralkyl substances (PFAS), perchlorate, 1,2,3-trichloropropane (TCP) and 1,4-dioxane. Intrusive sampling is performed consistent with NJDEP's Field Sampling Procedures Manual and samples are analyzed by an NJDEP-certified laboratory.

Montrose will use subcontractors for any drilling services, required NJ Certified Surveying work and NJDEP-certified laboratory.

### 2.3 Licensed Site Remediation Professional (LSRP) Services

Our team includes four NJ LSRPs that are well-versed in all aspects of New Jersey site remediation and New Jersey's primary regulations including the SRRA, Administrative Requirements for the Remediation of Contaminated Sites (ARRCS) and Technical Requirements for Site Remediation, as well as NJDEP guidance, listserv postings and policy papers. Together, our team has issued over 150 Response Action Outcomes and obtained over 30 NJDEP-approved Remedial Action Permits (with several others currently awaiting approval). The team is heavily involved with the BCONE, NJDEP's Site Remediation Advisory Group (SRAG) and Cooperative Venture Project (CVP), the LSRPA Committee, National Association for Industrial and Office Parks (NAOIP), Southern New Jersey Development Corp (SNJDC) and Commerce and Industry Association of New Jersey (CIANJ) and Chemistry Council of New Jersey (CCNJ). Some of our key assessment, investigation and remediation services include:

- Registration, removal and closure-in-place of regulated storage tanks
- Remedial action design, planning and execution
- Preliminary assessments/site investigations for due diligence and ISRA closures
- ASTM Phase I Environmental Site Assessments for property due diligence
- Vapor intrusion assessment, mitigation and system operation & monitoring
- Rapid response to emergency spills and discharges for a major NJ Utility
- Soil excavation
- In-situ soil and groundwater remediation
- Risk assessment and exposure pathway evaluations
- Fate-and-transport modeling
- Evaluation of remedial alternatives
- Design of engineering controls
- Soil and groundwater remedial action permits
- Design, installation and operation/maintenance of treatment systems
- Childcare center preliminary assessments for licensing requirements



- Assistance with the pursuit of funding through grant and loan programs
- NJDEP Land Use and Coastal Area Facility Review Act (CAFRA) Permits

## 2.4 Hazardous Waste Removal and Disposal

Montrose has experience conducting inventories of universal waste, which includes batteries, pesticides, mercury-containing equipment, various lamps and aerosol cans. These services are typically provided as part of a hazardous materials survey. We also have several decades of experience performing Right-to-Know surveys to identify and catalog hazardous materials in schools and workplaces. The broad expertise of our team allows us to quickly respond to a variety of projects using cost-effective methods. Montrose also has extensive experience with waste profiling for various types of media found on-site and investigation derived waste. We commonly arrange for and subcontract with transportation vendors. Montrose works with the transportation vendor to develop the most economical means of waste transport to the disposal facility. The selected waste disposal facility will depend on the waste profile and whether BHA has any preferred locations it already has contracts with and preferred rates. Montrose can assist BHA with all aspects of the waste approval process and subsequent reporting.

NJDEP's A-901 rule requires is designed to ensure that only reputable and responsible businesses are involved in the transportation and disposal of solid and hazardous waste in New Jersey. It is administered by the Division of Solid and Hazardous Waste (DSHW) within NJDEP. Any business that transports waste generated by others or handles regulated soil and fill materials (under the "Dirty Dirt Rule") must have an A-901 license. Under the NJDEP Site Remediation Program (SRP), the LSRP of record for a project is exempt from the company having the A-901 license, otherwise the prime contractor must have the A-901 license if transportation and disposal is going through their books.

## 2.5 Performing Human Health-Based Risk Assessments

Montrose has completed Human Health Risk Assessments in accordance with EPA's Risk Assessment Guidance for Superfund (RAGS) for projects/Sites regulated under federal programs (i.e., CERCLA and RCRA), and we maintain extensive experience in performing Human Health-Based Risk Assessments for Maryland sites subject to regulations. As such, Montrose has completed Risk Assessments for large industrial sites where the investigations were completed for multiple substances (VOCs, SVOCs, inorganics, Pesticides/PCBs, perchlorate, explosives, etc.). Montrose has developed comprehensive Risk Assessments that have evaluated potential human exposures through various media including: direct contact exposure to soil; ingestion of groundwater; inhalation via vapor intrusion, volatilization of VOCs from impacted water supply, and volatilization from soil; and ingestion of food sources including fish, terrestrial animals, and vegetables.

These Risk Assessments have also included evaluations of the potential exposures associated with various potential populations including: residential exposures; industrial/commercial exposures; trespassers; and recreational exposures. In addition to work on USEPA managed projects, Montrose has prepared Risk Assessments pursuant to USEPA Guidance as well as for numerous state-lead programs, including: Maryland's VCP program, Delaware's HSCA, Brownfield, and VCP programs; Pennsylvania's HSCA and Act 2 programs; Virginia's VCP and RCRA Corrective Action programs; and Arkansas' RCRA program. Montrose utilizes the published guidance provided by USEPA and other states as well as other public sources, such as the Oak Ridge National Laboratory's Risk Assessment Information System (RAIS), to maintain up to date information for the completion of these Risk Assessments. Montrose has been formulating and publishing Risk Assessments using the exact presentation as required by the SIRS Guidance for many years.



## 2.6 Pollution Control Systems

Montrose can provide engineering and technical expertise for the design of new systems or the upgrade of existing pollution control systems. Using the design, we can either complete the installation or provide construction oversight. When the installation is complete, Montrose will provide startup, testing, and evaluation of the new or upgraded pollution control system. The anticipated systems include:

- Industrial wastewater pretreatment systems.
- Stormwater management systems.
- Air emission control systems.
- Groundwater discharge control systems.
- Other pollution control systems.

## 2.7 Stormwater Permit Compliance Support

Montrose is experienced in stormwater management and will be available to assist BHA with permitting, inspection of stormwater basins, development of BMPs, TMDL evaluations and stormwater plan review, implementation and consulting services when required.

In order to identify potential sources of contamination in stormwater, Montrose would collect stormwater samples from stormwater sources observed at the time of sample collection that could be contributing to the stormwater stream (e.g., building downspouts, drainage channels from other areas of the facility). Samples will be collected in laboratory-supplied bottleware and delivered under Chain of Custody to Air Water & Soil Laboratories for analysis of Total Recoverable Iron, Total Recoverable Aluminum via USEPA Method 200.7 and Total Suspended Solids (TSS) via Method 2540. The TSS data will be used to determine if the observed metals concentrations correlate to the suspended sediment load of the stormwater. At each sample location, the stormwater stream will be field tested for pH and temperature, and flow rate in the channel will be estimated, as applicable.

Following laboratory analysis of the stormwater samples, Montrose will prepare a report for BHA summarizing the analytical and field results, including a map depicting sample locations and tables summarizing the iron and aluminum results. If a potential source of metals can be identified, Montrose will discuss in the report corrective action measures that can be taken to mitigate the metals concentrations. If Montrose is provided with a copy of the site Stormwater Permit, the report conclusions and recommendations will be written as they relate to permit compliance.

## 2.8 Soil Gas Monitoring

Soil gas monitoring, if required, may include but not be limited to the purging of the subsurface gas monitoring wells, collection of near slab or sub slab soil gas samples for TO-15 analysis, field calibration of instrumentation, and measuring of the percentage of LEL, O<sub>2</sub>, carbon dioxide CO<sub>2</sub>, and CH<sub>4</sub>, as well as documentation of the date, location, time of day, amount of time a well is pumped before a stabilized reading is taken, and climatic conditions (including temperature, barometric pressure, weather conditions, and soil condition [e.g., dry, saturated or frozen]).

A portable, combustible gas indicator installed with an internal sample pump is typically used for measuring LEL levels. The portable monitor will be capable of measuring combustible gas concentrations from 0 to 100% LEL; as well as, methane (CH<sub>4</sub>), (CO<sub>2</sub>), oxygen (O<sub>2</sub>) and other combustible gasses to 0.1%. Operation, calibration, and maintenance of this instrument will be conducted as per the manufacturer's specifications.

A generalized protocol for gas monitoring probes is given below:





- 1) Calibrate the combustible gas meter as per the manufacturer's instructions for each day that monitoring is to be conducted. The calibration time should be noted in the field logbook. This procedure should include a 'zero' and 'spare instrument calibration' as recommended by the manufacturer.
- 2) Disconnect sample tubing from instrument and zero transducers. Reaffix sample tubing to instrument and attach to probe. Allow differential pressure reading to stabilize and record.
- 3) Using the gas analyzer's internal pump, draw the sample through the tubing into the instrument.
- 4) Each subsurface gas monitoring well will be first purged of stagnant gas prior to the collection of subsurface gas for analysis. To ensure the stagnant gases are removed from the monitoring well, a total of three (3) well volumes of gas will be removed prior to reading the subsurface gas composition. Each monitoring well will have its volume determined.
- 5) Wait for the readings to stabilize and then store the instrument readings by hitting the return key. Label the stored reading when prompted to do so using the probe number.
- 6) Complete gas monitoring for all probes at that location as per steps (2) and (3) above.

Representative samples taken from the gas monitoring wells will require that three total well volumes of the gas well be evacuated (purged) prior to measurement of the equilibrated subsurface gas concentration. Representative sampling within the structures will be conducted with all doors, window, and other ventilation locations having been closed for at least an hour.

## 2.9 UST/AST Evaluation/Remediation/Replacement/Removal

Our team includes four LSRPs who can aid clients with UST and AST removal, including registration, preparing technical and bidding documents to solicit bids from contractors to conduct UST and impacted soils removal, and excavation backfilling. Our LSRPs provide documentation and Response Action Outcomes certifying the work was conducted in accordance with NJDEP requirements. We can also provide UST compliance and operator training. Our Robbinsville, New Jersey office is certified with New Jersey through the Underground Storage Tank Certification Program for Subsurface Evaluation.

Montrose personnel also have extensive experience with the design and installation of new UST/AST systems and development of subsequent compliance plans, monitoring, and reporting.

## 2.10 Biological Testing

For in-situ remediation Montrose staff have performed biological testing and evaluation to determine if supplementing the subsurface with nutrients or additional food sources or pH adjustments will enhance natural bio-remedial activities.

## 2.11 Microbial Investigations

Montrose has industrial hygienists on staff that have performed microbial investigations and numerous facilities in the state. We have completed site inspections, mold sampling, and a survey reports. Our industrial hygienist would mobilize to the Site to complete surveys and visually evaluate the Site for visible mold growth. Samples are collected utilizing Air-O-Cell sampling cassettes, tape lift slides, or swabs, which are all designed for collection and analysis of a wide range of airborne aerosols, including fungal spores, pollen, insect parts, skin cell fragments, fibers, and inorganic particulates. We also utilize a moisture meter and thermal imaging camera to assess the affected area for presence or absence of a water-damaged building materials.



## 2.12 Water System Design

Montrose can design water systems to accommodate drinking water and fire suppression systems (pressures and flow requirements). Montrose can develop new water treatment systems and storage facilities for new public or private water supply. We can install groundwater supply wells, conduct pump tests and water quality tests. Based on the water quality laboratory analysis results, this would indicate the type of treatment required. Montrose understands the challenges with a private water supply related to contingency planning, fire-fighting situations and peak water demand periods. To address these concerns, Montrose adheres to water storage following National Fire Protection Association (NFPA) guidelines for a minimum of 30 minutes of firefighting storage, plus peak daily demand (conservatively estimated as twice the average daily demand). Further, we follow NJDEP guidelines for minimum storage requirements.

## 2.13 Public and Private Water Well Sampling and NJDEP Reporting

Montrose provides licensed operator services for numerous water systems for clients including universities, hotel/casinos, municipalities, mobile home parks, and retirement communities. Our staff performs monthly site visits, required sampling and NJDEP reporting for these clients.

## 2.14 Lead & Copper Assistance

Montrose prepares Lead and Copper Plans and assists with water system required sampling. Montrose provides annual support to water systems for approved BWSE-18 STANDARD samples. We can identify pre-selected alternate locations if water samples cannot be obtained from one of the approved standard locations. Montrose populates required customer result letters after each round of sampling and mail the letters to the residences where samples were obtained. Montrose then completes the required BSDW-54 and BSDW-56 forms after each round of sampling is completed and the customer letters have been mailed out.

## 2.15 Lead Service Line Assistance

Montrose has assisted several clients with managing and maintaining their lead service lines. We have written Lead Service Line notifications to customers; along with adding information into the providers' systems to gain information on the customers' portion of their service line. We convert master inventory lists into the yearly required NJDEP submission. These documents we prepare include account numbers, customer names, addresses, lot & block numbers, and PBCU numbers, if it is a sample location.

## 2.16 Building/Asbestos-Containing Material Surveys, Management and Abatement

Montrose's Industrial Hygiene Division consists of a highly-experienced team of industrial hygienists, trainers and health & safety professionals. Montrose staff have performed hundreds of hazardous material inventories/assessments for school districts, higher education facilities, municipalities, public agencies, federal government and commercial clients. Our team has surveyed for asbestos containing materials (ACM); lead-based paint (LBP); mold; polychlorinated biphenyls (PCBs) (as caulk, fluids or in electrical equipment); regulated refrigerants in heating, ventilation and air conditioning equipment; radioactive material/gas found in smoke detectors and exit signs; mercury-containing equipment or devices; and other hazardous materials.

We have performed hundreds of mold investigations, including moisture mapping, air and surface testing for school districts and higher education facilities, municipalities, as well as public and private agencies.

Our professionals have experience preparing technical plans and specifications for asbestos, industrial hygiene, lead, and mold projects. These plans are produced on a per project basis, and include the overall design of



mitigating actions, any regulatory requirements by any governing agencies, and criteria for re- occupancy by the general public. Our Industrial Hygiene Division specializes in establishing, maintaining and updating health & safety procedures in a cost-effective manner, working with regulators, to assist clients in resolving notice of violations cited by the NJDOH, NJDEP and OSHA, as well as services including AHERA, Lead, Mold, Indoor Air Quality, Right To Know, Healthy & Safety, Industrial Hygiene, and a myriad of other services.

We are certified by the NJ Department of Community Affairs (NJCA) as an Asbestos Safety Control Monitoring (ASCM) firm (#00131). We have provided abatement oversight for hundreds of asbestos projects for clients throughout New Jersey, including school districts and higher education facilities, municipalities and public agencies following N.J.A.C. 5:23-8, the Asbestos Hazard Abatement Subcode (Subchapter 8) requirements.

Montrose does not self-perform Asbestos Abatement. If abatement is required for a project, we would use a subcontractor to perform the work. We frequently work with Asbestos and Mold Services Corp. or Shade Environmental LLC to perform asbestos and lead abatement.

### 2.17 Lead-Based Paint Surveys, Management, and Abatement

We are a New Jersey Certified Lead Evaluation Contractor (#00416E). Our New Jersey Department of Health (NJDOH) Lead Inspectors/Risk Assessors are intimately familiar with the New Jersey Lead Hazard Evaluation and Abatement Code, as well as the various techniques for sampling and evaluating lead-based paint (LBP). Our equipment includes direct read X-Ray Fluorescence (XRF) survey instruments, including Viken pb200i analyzers that can be rapidly deployed to any BHA property requiring evaluation. If XRF results are inconclusive, Montrose's NJDOH Lead Inspectors/Risk Assessors can collect chip samples of representative paint for laboratory testing and provide recommendations for addressing LBP hazards.

### 2.18 Health and Safety

Site specific health and safety plans are prepared for each project and tailboard safety meetings are held at the start of each day of work. All field work is performed by or under the supervision of a qualified construction manager or field manager with the appropriate health and safety training and experience.

The Health & Safety Division specializes in setting up, maintaining, and updating environmental, health, and safety compliance procedures in the most cost-effective manner. Working with regulators, our professionals have assisted clients in resolving Notice of Violations (NOVs) cited by NJDHSS, NJDEP, and OSHA. Through an interactive approach, Montrose will work to resolve any compliance situation. The services our Health & Safety team can provide Include:

- OSHA Hazard Communication/SARA Title III/State Right to Know;
- Industrial Hygiene Services;
- OSHA Compliance and Training Programs;
- EHS Audits and Environmental Liability Studies;
- RCRA/CERCLA Chemical Waste Management;
- NJDHSS Indoor Environmental Hazards Assessments;
- AHERA Compliance, Asbestos Management, and Remediation Oversight;
- Microbial Investigations, Risk Assessments, and Remediation Oversight;
- Lead Paint Inspections and Risk Assessments;
- Health & Safety Plan Development;
- Chemical/Laboratory Hygiene and Waste Management;
- Air Quality Monitoring;
- Integrated Pest Management Plans; and
- Electronic Safety Data Sheet (SDS) Management.



### 3 EXPERIENCE

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Montrose and its team of highly experienced staff has performed numerous projects in NJ for state, local and federal agencies as both a prime and subcontractor. Below is a list of some of the key services that we have performed for state and local agencies.

#### New Jersey Department of Transportation

- Linear Construction Project Support
- Preparation of Site-Specific Health & Safety Plans (HASP), Material Handling Plans (MHP) and Pollution Prevention Plans (PPP)
- Soil and Groundwater Sampling
- Materials Management
- Surface Water Discharge and Water Allocation Permits for Dewatering
- Treatment System Design/Operations & Maintenance

#### New Jersey Turnpike Authority

- Linear Construction Project Support
- Preparation of Project Plans
- Soil and Groundwater Sampling
- Materials Management
- Asbestos Surveys

#### New Jersey National Guard

- Electrical Equipment Inventory at 36 Facilities
- Hazardous Material Surveys
- Soil and Groundwater Sampling
- Preparation of a Sampling and Analysis Plan
- Geophysical Survey
- Unexploded Ordnance (UXO) Survey
- Electrical Duct Bank Design Support

#### New Jersey Economic Development Authority

- Former Health and Agricultural Buildings- Remediation
- Hamilton Train Station Phase I ESA/PA
- Camden Aquarium Remedial Action Permit Soil Application and Biennial Certification

#### Township of Hamilton

- Phase I/II Environmental Site Assessment under the NJ Green Acres Program
- Site Investigations
- Indoor Air Quality Assessments
- Asbestos Containing Material (ACM) Surveys and Abatement Oversight
- Lead-Based Paint Inspections

#### City of Trenton

- Brownfield Preliminary Assessments and Site Investigations
- Building Structural Inspection
- NJ Right to Know Surveys
- Workplace Hazard Assessments
- Emergency Action and Fire Prevention Plans

#### City of Vineland Municipal Water Utility

- LSRP Services for the Closure of Eight Underground Storage Tanks
- Risk and Resilience and Emergency Response Plans for USEPA





- Radiation Permit Renewal
- Consumer Confidence Reporting Assistance
- AWWA Water Audit
- Application for a Master Permit for the Water Utility's Distribution System and Assistance with Annual Permit Renewal
- Water Conservation Planning
- Coliform Plan
- Landis Avenue Water Main Upgrades Project Design
- Water Quality Parameter and Lead and Copper Sampling Plans
- Emergency Response Plan & Transformer Spill Cleanup
- Water Utility Vulnerability Risk Assessment and Analysis
- Treatment Improvements Projects for the Removal of Ethylene Dibromide and Radium
- AWIA Risk & Resilience Assessments

#### Trenton Water Works

- Lead-based paint inspections
- National Fire Protection Association (NFPA) 704 compliance services
- NJ Right to Know surveys and training
- UST Closure

#### City of Bridgeton Water Department

- General Engineering Services for the Water and Sewer Department including Water Allocation Permitting
- Risk and Resilience and Emergency Response Plans for USEPA
- Inactive Well Evaluation Study
- Asset Management Plan)
- Asbestos Monitoring Waiver
- AWWA Water Audit
- Water Conservation Plan
- Water Quality Parameter and Lead and Copper Sampling Plans
- Master Plan for City of Bridgeton
- Varies Upgrade and Rehabilitation Projects
- Radium Removal Treatment Facilities
- Sanitary Sewer Improvements
- Radionuclide MCL Compliance and Treatment Facilities
- Phase III Water Infrastructure Improvements including New Water Booster Pumping Station (USEDA Funded Project)
- Phase I Water Infrastructure Improvements including New Replacement Wells and Treatment Facilities (USEDA Funded Project)
- AWIA Risk & Resilience Assessments

#### Pennington Borough

- NJ Right to Know Surveys Middlesex County
- Oil/Water Separator Cleaning and Waste Disposal

#### City of Millville Water Utility

- Risk and Resilience and Emergency Response Plans for USEPA
- Water Allocation Renewal
- On-Call Service Support for Special Projects
- Develop of Water Quality Parameter Sampling Plan (WQPSP), Lead and Copper Sampling (PBCU) Plan and Coliform Sampling Plan
- Bid Support, Design, Permitting, Engineering Services, Construction Monitoring and Startup Support
- Emergency Response Plan and USEPA Vulnerability Assessment
- Water Master Plan including Distribution Flow Testing, Modeling and Recommended Capital Improvements



- AWIA Risk & Resilience Assessments

#### City of Wildwood Water Utility

- Risk and Resilience and Emergency Response Plans for USEPA
- Develop of Water Quality Parameter Sampling Plan (WQPSP), Lead and Copper Sampling (PBCU) Plan, and Coliform Sampling Plan
- Aquifer-Storage-Recovery Well Design, Permitting, and Construction Oversight
- AWIA Risk & Resilience Assessments

#### Atlantic County Municipal Authority

- Groundwater Sampling & Reporting

## HUD Experience

The Montrose team has the following experience with HUD projects.

1. LSRP Professional Services for Meadows at Pyne Poynt, LP, Cherry Hill NJ- Remedial Investigation and Remedial Action Report, Soil Deed Notice and filings and Restricted Use Response Action Outcome.
2. LSRP Professional Services for Housing Authority of the City of Jersey City, Jersey City, NJ- Remedial Investigation and Remedial Action Report, Engineering Control Capping entire site, including Child Care Playground, Soil Deed Notice and filings and Restricted Use Response Action Outcome.
3. LSRP Professional Services for Alexander Hamilton Development (part of the Heritage Alexander Hamilton-II affordable housing project), Paterson City, NJ- Groundwater and soil investigation, remedial design for proposed engineering cap.
4. LSRP Professional Services for the Waterford at Bayonne housing development, part of the Bayonne Water Development, Bayonne, NJ- Remedial Investigation and Reporting.
5. Montrose was subcontractor to a prime contractor selected to conduct asbestos and lead-based paint assessments at private residences in nine (9) NJ counties affected by Superstorm Sandy, as part of the Federal government's Community Development Block Grant Disaster Recovery (CDBG-DR) program, and the State of New Jersey's Rehabilitation, Reconstruction, Elevation and Mitigation (RREM) Program and Landlord Rental Repair Program (LRRP). The NJDCA oversees all work which is currently ongoing. We conducted assessments at over 800 residences throughout the state. We prepared reports of each asbestos and LBP assessment within five (5) days of the site visit. The inspections were completed as directed in HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and New Jersey Administrative Code 5:17.
6. In March 2023, Montrose was selected as part of the "Statewide Qualified Contractor Pool" of lead inspectors/assessors for the New Jersey Department of Community Affairs (DCA) Lead Assistance Programs. These programs provide lead-safe repairs and support energy efficiency in residential units built prior to 1978. The purpose of this program is to identify and remediate lead-based paint hazards via interim controls and limited abatement to prevent elevated blood lead levels in children and pregnant women.

Montrose performed multiple Lead Inspection/Risk Assessments across New Jersey. During any site visits, the condition of painted surfaces within the interior and exterior of the home were visually assessed for damage. Special attention was paid to friction and impact, surfaces, such as doors and windows, as directed in HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and New Jersey Administrative Code 5:17.



Montrose assessed all painted surfaces, regardless of “intact” or “deteriorated” condition, utilizing a portable X-Ray Fluorescence (XRF) analyzer. Dust wipe samples were also collected at locations within the home that tested positive for lead per XRF results, or as directed by the Client.

The surveys conducted by Montrose were non-destructive (i.e. walls were not broken open, paint was not damaged, etc.). Dust wipe sample analysis was performed by a fully accredited lead metals laboratory.

## 4 KEY PERSONNEL

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Below are short bios of our Key Personnel that would support this contract for the BHA.

### LSRPs/Project Managers

#### **Frederick (Rick) Shoyer, LSRP, N2**

Mr. Shoyer is a NJ LSRP with over 40 years of environmental investigation and remediation experience. He has successfully submitted over 300 documents to NJDEP under the Site Remediation Program, including issuing 79 RAOs. He completed a 3-year term (2020-2022) as President of the BCONE, an organization that provides a platform for exchange of ideas/best practices on the benefits of brownfield remediation, resilience and sustainable redevelopment. Mr. Shoyer has significant experience in brownfield remediation and the investigation and remediation of emerging contaminants and remedial technologies. He sits on several regulatory stakeholder committees and presents frequently across the country on emerging contaminants and brownfield regulatory and liability topics. He is involved with a number of innovative Per- and Polyfluoroalkyl Substances (PFAS) technologies and sensory equipment with start-up companies and university grant awardees.

#### **Christopher D. Valligny, LSRP**

Mr. Valligny has been working in the environmental industry since 2000, has been a New Jersey LSRP since 2014, and is a member of the Licensed Site Remediation Professionals Association. He has managed hundreds of investigation and remediation projects, beginning with leaking residential heating-oil underground storage tanks and small spills, progressing in complexity to chlorinated solvent investigations in bedrock aquifers in highly urbanized areas. He has worked with in both NJ’s SRRA and PA’s Act 2 frameworks and has provided consulting services to homeowners, commercial businesses, attorneys, municipalities, insurance companies, other consultants, and contractors. He has worked on a number of Brownfield remediation projects, including former dry cleaners, industrial facilities, and illegal dumping sites. Mr. Valligny has significant experience conducting Phase I and II Environmental Site Assessments at a variety of sites, ranging widely in size and scope. He has also successfully designed and overseen remediation programs using innovative in-situ technologies. He has a strong ability to manage complex projects with many moving parts and involved parties.

#### **Joseph Nicosia, LSRP**

Mr. Nicosia has been working in the environmental industry since 2006 and is a LSRP. He is skilled in NJDEP regulations, guidance documents and forms. He has significant experience in conducting PA, SIs, Remedial Investigations/Remedial Actions (RI/RA), and RAO. He also has worked numerous ISRA, UST and Childcare Center projects. Joseph is skilled in ASTM 1527-13 and ASTM 1528-14 requirements and has conducted due diligence portfolios of more than 20 Phase I/Due Diligence projects at one time. He has performed soil and groundwater sampling and is knowledgeable in the Field Sampling Procedures Manual (FSPM). He was a former Laboratory Manager responsible for Proficiency Testing for NJDEP “Analyze-Immediate” Parameter Certification/License for low flow sampling. He has specialized experience in sediment sampling and modified elutriate sampling projects and hydraulic lift removals in multiple states.



### **Vladimir Raskin, LSRP**

Mr. Raskin is an Associate Engineer at Montrose and is based in the Valley Forge, PA office. He is a NJ LSRP and a Professional Engineer in NJ and PA. He has 30 years of experience in environmental consulting and engineering in multiple states within the U.S. He has experience in the chemical, pharmaceutical, manufacturing, oil and gas, power, transport, public utilities, and other industry sectors, as well as federal and state government. Mr. Raskin's responsibilities include implementation, project management, and quality assurance/quality control of environmental assessments, remedial investigations, feasibility studies, cost estimating, remedial design, and remedial construction. Mr. Raskin is responsible for technical oversight, client and regulatory communications, management of long-term project budgets, and work scope development and execution. Mr. Raskin served as a LSRP for multiple projects. Mr. Raskin is also versed in performing a wide range of environmental compliance audits for industries and litigation support.

### Engineers

### **Robert May, PE**

Mr. May has been working in the environmental industry since 1990. His experience extends into the mining field, petrochemical, petroleum and water and wastewater segments. He is a professional engineer, certified hazardous material manager and licensed in Pennsylvania as a water and wastewater plant operator and in New Jersey as an S-2 and N-2 wastewater operator. He also works on multiple water and wastewater engineering projects. He provides UST operator training for Clients and UST compliance, removal and installation design services. His career expands working for ExxonMobil as a mining engineer, and as a retail motor fuels marketing engineer where he stewarded the razing and rebuilding of new refueling facilities and managed the regulatory compliance of hundreds of facilities. The past 15 years Mr. May has been providing engineering and environmental consulting services to public and private companies.

Mr. May's expertise includes UST Installation, Closures, Compliance and Operator Training Instructor; Environmental Investigations and Remediation for Industrial, Commercial and Residential Contaminated Properties; ISRA, PADEP ACT 2, NY Stars Investigations; Remedial Design, Permitting, Installation and O&M Services; Water and Wastewater Operator NJ, PA, WVA; In-situ Remedial Technologies and Chemical Oxidation Injections; Expert Witness Testimony; Environmental, Health & Safety, Emergency Response Coordinator.

### **Jan Dobinsky, PE**

Mr. Dobinsky is a Senior Engineer and has been involved in the design and implementation of civil, geotechnical, and environmental construction projects since 2000. Mr. Dobinsky is currently the remediation practice leader for Montrose's Northeast Region and manages the Engineering Staff in the Valley Forge, Pennsylvania office. In these roles, Mr. Dobinsky is responsible for personnel management, mentoring, project management, budget control, production and review of design documents and other deliverables, client retention, and business development.

His work experience includes design and implementation of various remedial approaches associated with closure (and post-closure period) of numerous Superfund Sites, Operable Units and RCRA Sites with remediation costs of up to \$100MM. Mr. Dobinsky has led the design and construction quality assurance efforts for the construction of RCRA-caps (waste containment cells), targeted waste excavation, facility decontamination and demolition, water treatment and vapor treatment systems, municipal sewage pump station permitting and construction, as well as generalized site development and storm water planning. Much of his experience with Superfund and RCRA Sites is related to the lead-acid battery manufacturing and metals recycling industry. Other areas of expertise include:





Civil Engineering, Mechanical/Pumping Systems, Long Term Care, Cost Estimating, NPDES permitting and compliance, Construction Monitoring and Quality Assurance, and Regulatory Engagement.

### Industrial Hygiene & Hazardous Assessments

#### **Julian Fernandez-Obregon**

Mr. Fernandez-Obregon has over fourteen years of environmental consulting experience. He is an AHERA certified building inspector, AHERA accredited Management Planner, a New Jersey AST, an AHERA accredited Project Designer, and a New Jersey Certified Lead Inspector. Some of his responsibilities include conducting on-site inspections for IAQ, lead, asbestos, and mold for dozens of school district clients and public entities. He is responsible for project management for clients to ensure compliance with AHERA and Subchapter 8 Regulations. He conducts additional consulting services, such as newly uncovered suspect ACM sampling, abatement oversight and project design, lead inspections and risk assessments, IAQ investigations utilizing various monitors, such as photo-ionization detectors (PID), and aid in ensuring NJ RTK compliance. He has performed multiple IAQ surveys, RTK surveying, asbestos samplings, abatement oversight and final air clearance, mold sampling and moisture mapping. He has knowledge of Local, State, and Federal environmental laws, codes, and regulations for a variety of disciplines.

#### **Jessica Perrini**

Ms. Perrini has over fifteen years of environmental consulting experience. She is an EPA AHERA Certified Asbestos Building Inspector. Some of Ms. Perrini's responsibilities include conducting IAQ and asbestos surveys for numerous school districts and other public and private sector clients; conducting and managing lead in drinking water sampling for various school districts; and conducting and managing the New Jersey Right to Know Compliance (N.J.S.A. 34:5A and EPCRA) and Community Right To Know (CRTK) Program for many school districts and public and private sector clients throughout New Jersey. She has performed multiple IAQ surveys, abatement oversight and final air clearance, mold testing and testing for various VOCs.

#### **Thomas Helmich**

Mr. Helmich has two years of experience with Montrose. He is an EPA AHERA Certified Asbestos Building Inspector, AHERA accredited Project Monitor, and a New Jersey Lead Inspector/Risk Assessor. Some of Mr. Helmich's responsibilities include conducting asbestos surveys and lead-based paint surveys for numerous school districts, universities, municipalities and private-sector clients. He also conducts indoor air quality testing and lead in drinking water sampling, as well as New Jersey Right To Know Compliance (N.J.S.A. 34:5A and EPCRA) and Community Right To Know (CRTK) Program inventories for many school districts throughout New Jersey.

#### **Joshua Allen**

Mr. Allen is a USEPA AHERA Certified Asbestos Building Inspector. Some of Joshua's responsibilities include conducting asbestos surveys for numerous school districts, universities, municipalities and private-sector clients. He also conducts indoor air quality testing and lead in drinking water sampling, as well as New Jersey Right To Know Compliance (N.J.S.A. 34:5A and EPCRA) and Community Right To Know (CRTK) Program inventories for many school districts throughout New Jersey.

#### **Allison Grotts**

Ms. Grotts is a USEPA AHERA Certified Asbestos Building Inspector. Some of her responsibilities include conducting asbestos surveys for numerous school districts, universities, municipalities and private-sector clients. She also conducts indoor air quality testing and lead in drinking water sampling, as well as New Jersey Right To Know



Compliance (N.J.S.A. 34:5A and EPCRA) and Community Right To Know (CRTK) Program inventories for many school districts throughout New Jersey.

#### Additional Support Staff

##### **Steven Surman, PE**

Mr. Surman is a Professional Engineer licensed in New Jersey and Maryland and NJDEP Subsurface Evaluator with over 30 years of experience managing multi-disciplinary site remediation and construction projects for manufacturing and federal government clients. He has expertise in conducting remedial investigations and remedial actions, preparing bid documents and drawings, providing design-construction liaison services, evaluating remedial alternatives, permitting, interpreting environmental policies, negotiating with regulators and stakeholders, preparing spill plans, stormwater pollution prevention plans, and soil erosion and sediment control plans.

Steven has extensive knowledge and implementation of various state and federal environmental and safety regulations, including NJDEP, United States Environmental Protection Agency (USEPA), Comprehensive Environmental Response, Compensation and Liability (CERCLA) Toxic Substance Control Act (TSCA), and Occupational Safety and Health Administration (OSHA).

##### **Eric Stone**

Mr. Stone is a Project Scientist III with over 13 years of experience in site remediation, hydrogeologic characterization, construction oversight and brownfield redevelopment. He also has significant experience in technical reporting for PA, SI, Remedial Investigations (RI), Remedial Actions (RA), Remedial Design and Implementation, Phase I and II Environmental Site Assessments (ESA) and UST Closures. He has been responsible for managing projects and supervising and training staff. He has developed strategies for closure of sites with soil, groundwater and vapor intrusion. He is highly proficient in ArcGIS.

##### **Davinder Singh**

Mr. Singh has over six years of professional experience with a comprehensive background in project management, technical reviews, regulatory compliance, and emergency response coordination. As a Project Manager for NJDEP's Bureau of Release Prevention, he successfully managed a diverse portfolio of over 30 major facilities, including the petroleum, chemical, military, and energy sectors. Mr. Singh's role as an Environmental Engineer involved conducting detailed technical reviews of discharge prevention plans, field audits, and ensuring compliance through enforcement actions. Additionally, he led the development of a new online submission application for regulated facilities and provided training on digital mapping and field auditing to junior engineers. He is currently a Planning Board member of Bordentown Township, preparing ordinances and making decisions on development applications. With expertise in environmental regulations and cross-functional leadership, he is committed to advancing regulatory compliance and environmental protection.

##### **Sharon Maher**

Ms. Maher has been working in the environmental industry since September 2000. She provides project and task order support on a variety of projects including industrial, commercial, municipal, and childcare centers. Ms. Maher keeps up-to-date with NJDEP guidance and regulations as they relate to project sites. She has significant experience in: ASTM Phase I and II Environmental Site Assessment / Investigation; NJDEP Forms and Case Inventory Document; NJ Tech Reg Preliminary Assessments; Groundwater and Soil Site Investigation / Remedial Investigations / Remedial Action Workplans / Remedial Action Reports; Receptor Evaluation: Well Search and Vapor Intrusion Investigations; Soil and Groundwater Remedial Action Permit Applications and Biennial



Certifications; Management of funds for sites with UST and/or Hazardous Discharge Site Remediation Fund (HDSRF) Grants; Data Management - Internal Quality Assurance / Quality Control; NJDEP Hazsite Electronic Data Deliverable Program; Asbestos Surveys and Management Plans.

#### **Michael Nixon, CADD**

Mr. Nixon has over eleven years of experience working as an AutoCAD professional. He has worked on projects in this capacity for federal and public clients. Mr. Nixon also serves as an Environmental Technician working at various sites throughout New Jersey performing soil and groundwater field sampling and logistics. He is proficient in the use of a number of field screening and testing methods.

#### **Alex Godart**

Mr. Godart is a project environmental professional with Montrose since 2021. He is an AHERA Certified Asbestos Building Inspector. He has broad experience with conducting asbestos sampling; lead in drinking water testing; emergency spill response; groundwater and soil sampling; surface water and sediment sampling; and perimeter air monitoring.

#### **Matt Piarulli**

Mr. Piarulli has more than three years of experience supporting environmental investigation and remediation projects throughout New Jersey and the northeast U.S. He is responsible for sampling, proper documentation, and chain of custody manifesting on a variety of projects in accordance with NJDEP and USEPA requirements. Sampling includes soil, groundwater, surface water and sediment. He is proficient in the use of a number of field screening and testing methods including DEXSIL PetroFLAG Screening kits, Clor-N-Oil kits and Photoionization Detectors (PIDs).

Additional technical and field staff are available as necessary.

## **5 COST**

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Montrose's Northeast Hourly Rate sheet can be found in **Appendix A** of this proposal.

## **6 PROOF OF INSURANCE**

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Montrose's Proof of Insurance can be found in **Appendix B** of this proposal. Upon contract award from the BHA, Montrose will produce a Certificate of Insurance naming the BHA as the insured.

# **Appendix A**

## Northeast Hourly Rate Sheet





**Principal/ Associate**

Director/Subject Matter Expert	\$425
Managing Principal	\$386
Senior Principal	\$295
Principal	\$273
Senior Associate	\$261
Associate	\$238

**CADD/GIS**

Senior Designer/Architect/GIS	\$152
Project Designer/Architect/GIS	\$134
Staff Designer/Architect/GIS	\$122
CAD Drafter	\$103
CAD Technician	\$85

**Professional**

Senior Professional III	\$232
Senior Professional II	\$213
Senior Professional I	\$194
Project Professional III	\$170
Project Professional II	\$152
Project Professional I	\$146
Staff Professional III	\$134
Staff Professional II	\$116
Staff Professional I	\$110

**Construction/Field Services**

Construction Manager	\$210
Senior Field Supervisor	\$188
Project Field Supervisor	\$146
Senior Equipment Operator	\$146
Equipment Operator	\$128
Senior Technician II	\$128
Senior Technician I	\$116
Technician II	\$97
Technician I/Laborer	\$79

**Administrative/Technical Editor**

Administrative Manager	\$146
Administrative Supervisor	\$133
Administrative Professional III	\$115
Administrative Professional II	\$97
Administrative Professional I	\$86
Senior Technical Editor	\$144
Project Technical Editor	\$134
Staff Technical Editor	\$103

**Industrial Health/Health & Safety**

Senior Certified Industrial Hygienist	\$260
Certified Industrial Hygienist	\$221
Certified Safety Professional	\$203
Senior Health & Safety Specialist	\$174
Project Health & Safety Specialist	\$140
Staff Health & Safety Specialist	\$103

**DIRECT EXPENSES**

Subcontract Fees: Cost +15%

Other Direct Project Expenses (including travel and materials): Cost +10%

General & Administrative Fee: Labor and Other Direct Costs +5%

**ADDITIONAL RATE NOTES**

Non-professional labor provided over 8 hours per day or on weekends and holidays will be charged at 1.5x the hourly rate.

Litigation support, including deposition and trial will be charged at 1.5x the hourly rate.

Unit prices for equipment utilized on projects will be provided upon request.

The personnel charges and direct expenses indicated above are for calendar year 2025 only and are subject to change January 1 of each calendar year or upon 30 days' notice to the client.

# **Appendix B**

## Proof of Insurance





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2024

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 Insurance Services Inc. 3011 Armory Drive Suite 250 Nashville TN 37203	<b>CONTACT</b> NAME: Ashley Burt PHONE (A/C, No, Ext): 615-6872956 E-MAIL ADDRESS: MSO.MEG@hubinternational.com FAX (A/C, No): 615-523-2081														
<b>INSURED</b> Montrose Environmental Group, Inc. 5120 Northshore Drive North Little Rock, AR 72118	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Markel Insurance Company</td><td>38970</td></tr><tr><td>INSURER B: Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER C: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER D: Trumbull Insurance Company</td><td>27120</td></tr><tr><td>INSURER E: Berkley Specialty Insurance Company</td><td>31295</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Evanston Insurance Company	35378	INSURER D: Trumbull Insurance Company	27120	INSURER E: Berkley Specialty Insurance Company	31295	INSURER F:	
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INSURER D: Trumbull Insurance Company	27120														
INSURER E: Berkley Specialty Insurance Company	31295														
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 1590562302

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL/PROF/POLL <input checked="" type="checkbox"/> LIAB \$100K DED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MKLV7ENV106076	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROF & POLL LIAB \$ 1,000,000
B	<input checked="" type="checkbox"/> <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	20CSES78601	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			MKLV7EFX101646	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<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 <input checked="" type="checkbox"/> N	Y N/A	20WNS78600	12/31/2024	12/31/2025	<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
E	Excess Liability \$15,000,000 X \$6,000,000			FFX204554010	12/31/2024	12/31/2025	Limit: 15,000,000

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

Additional Insured status applies to the General Liability, Auto Liability and Excess Liability policies in favor of any person or organization who the Named Insured is required to include as Additional Insured by written contract per the attached endorsements.

Waiver of Subrogation applies in favor of any person or organization who the Named Insured is required by written contract to the above referenced policies per the attached endorsements.

Primary and non-contributory wording applies when required by written contract per the referenced and attached endorsements.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Montrose Environmental Group, Inc.  
5120 Northshore Drive  
North Little Rock AR 72118  
USA

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**

Page 1 of 1

<b>AGENCY</b> HUB International Insurance Services Inc.		<b>NAMED INSURED</b> Montrose Environmental Group, Inc. 5120 Northshore Drive North Little Rock, AR 72118	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

## **ADDITIONAL REMARKS**

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

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

### **General Liability**

Additional Insured-Owners, Lessees or Contractors - Scheduled Person or Organization - Name of Additional Insured Person(s) or Organization(s): As required by written contract and executed prior to commencement of operations (All Locations) - CG2010 04/13

Additional Insured-Owners, Lessees or Contractors - Completed Operations - Scheduled Person or Organization - Name of Additional Insured Person(s) or Organization(s): As required by written contract and executed prior to commencement of operations (All Locations) - CG2037 04/13

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic when required by written contract- CG2453 12/19

Primary & Non-Contributory - As required by written contract - CG2001 04/13

Designated Construction Project General Aggregate Limit - All Ongoing Projects - Maximum Policy Aggregate: \$5,000,000 - MEEI 2212 08/10

Notice of Cancellation As Required By Contract (30 Days) - MEIL 1233 11/13

### **Pollution Liability:**

Additional Insured - when required by contract - Who is an Insured Section III Who is an Insured Item F. MEEI 0007 01/23

Waiver of Subrogation - when required by contract - Section V Conditions Item J. MEEI 0007 01/23

Primary & Non-Contributory - when required by contract -Section V Conditions Other Insurance Provision F. Item 1a. - MEEI 0007 01/23

Notice of Cancellation As Required By Contract (30 Days) - MEIL 1233 11/13

### **Professional Liability:**

Notice of Cancellation As Required By Contract (30 Days) - MEIL 1233 11/13

### **Automobile**

Commercial Automobile Broad Form Endorsement - HA9916 12/21

- Additional Insured if Required by Contract
- Primary and Non-Contributory if Required by Contract
- Waiver of Subrogation
- Notice of Cancellation to Certificate Holder(s) - IH 0310 06/11

### **Workers' Compensation**

Waiver of Our Right to Recover From Others Endorsement WC000313 or WC040306(CA) - Any person or Organization from whom you are required by written contract or agreement to obtain this waiver from us

Alternate Employer Endorsement - Any person or organization for whom you are required by contract to provide Alternate Employer coverage - WC000301A

Notice of Cancellation to Certificate Holder(s) - 30 Days WC990398

### **Workers' Compensation Policy # 20 WNS 78600**

Issuing Company: Trumbull Insurance Company

States Covered (Item 3A): AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, WV

### **Workers' Compensation Policy # 20 WBR S78602**

Issuing Company: Hartford Underwriter's Insurance Company

States Covered (Item 3A): MA, WI

Monopolistic states (WA, WY, and OH) are included with Stop Gap Liability coverage only.

Evanston Insurance Company Excess Liability Policy #MKLV7EFX101646 provides \$5,000,000 over Underlying General Liability, Pollution, Professional Auto Liability and Employers' Liability. Nautilus Insurance Company Excess Liability Policy #TBD provides \$15,000,000 excess of \$6,000,000. All excess layers are following form.

Evanston Insurance Company GL/Professional/Pollution Policy #MKLV7ENV106076 includes third party pollution and onsite cleanup as notated above.

Evanston Insurance Company GL/Professional/Pollution Policy # MKLV7ENV106076 includes Professional Liability with a limit of \$1,000,000 and Pollution Liability with a limit of \$1,000,000 as notated above. General Liability, Professional Liability, and Pollution Liability have a deductible of \$100,000, unless otherwise notated.

Subject to the term, conditions, exclusions, and definitions of the above referenced policies, as issued by the carrier(s).



The following wholly owned subsidiaries of Montrose Environmental Group, Inc. are included as Named Insureds:

Legal Name	DBAs *
Enthalpy Analytical, LLC	Prism Analytical Technologies First Analytical Laboratories Montrose Environmental Solutions
Montrose Air Quality Services, LLC	Prism Analytical Technologies Montrose Environmental Solutions
ES Engineering Services, LLC	Montrose Environmental Solutions
FRS Environmental Remediation, Inc	The FGS Group Montrose Environmental Solutions
PARS Environmental, Inc.	Montrose Environmental Solutions
Advanced GeoServices Corp.	Montrose Environmental Solutions
MSE Group, LLC	
Analytical Environmental Services	Montrose Environmental Solutions
Environmental Planning Specialists, Inc.	Montrose Environmental Solutions Montrose Environmental Incorporated
Montrose Water and Sustainability Services, Inc.	Montrose Environmental Solutions
Leymaster Environmental Consulting, LLC	Montrose Environmental Solutions
Montrose Services, LLC	
Montrose Measurements and Analytics, LLC	
Montrose Environmental Solutions, Inc. changed from Montrose Environmental Solutions, LLC on Oct 1 2021	
Montrose Planning & Permitting, LLC	
Montrose Waste-To-Resources, LLC	
Emerging Compounds Treatment Technologies, Inc.	
Montrose Environmental Group Ltd.	
Montrose Foreign Holdings, Inc.	
Montrose Environmental Group AB	
Montrose Environmental Group GmbH	
Montrose Environmental Group BV	
Montrose Engineering & Geology, P.C. ** changed from Advanced GeoServices Engineering & Geology P.C. March 2022	

The Center for Toxicology and Environmental Health, L.L.C.	CTEH, LLC
CTEH Leasing, LLC	
CTEH Properties, LLC	
CTEH Government Services, LLC	
CTEH IT Services, LLC	
Vista Analytical Laboratory, Inc.	Enthalpy Analytical
Environmental Intelligence, LLC	Montrose Environmental Solutions
SensibleIoT, LLC	
Environmental Chemistry, Inc.	Enthalpy Analytical
Horizon Water and Environment, LLC	Montrose Environmental Solutions
Environmental Standards, Inc.	
Vitale Scientific Associates, LLC	
Enthalpy CSV, Inc.	
TriAD Environmental Consultants, Inc.	
AirKinetics, Inc.	
HuCo Consulting, Inc.	
Environmental Alliance, Inc.	
Two Dot Consulting, LLC	
Montrose Engineering & Geology NC, Inc.**	
Montrose Government Solutions, Inc.	
Sustainable Treatment Solutions, Inc.	
Spirit Environmental, LLC	

*\*Subsidiaries may use DBAs/alternate names and/or actual legal names*

*\*\* This company is not a wholly owned subsidiary of Montrose Environmental Group, Inc. but is a named insured of the company.*

*Last updated by HUB: September 3, 2024*



## CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

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## CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

INSURING AGREEMENT A.4. PROVIDES CLAIMS-MADE AND REPORTED COVERAGE FOR SUDDEN AND ACCIDENTAL DISCHARGE, RELEASE, OR ESCAPE OF POLLUTANTS AND REQUIRES THAT A CLAIM UNDER SUCH COVERAGE BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE UNDER SECTION VI – EXTENDED REPORTING PERIODS.

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy.

The word "insured" means any person or organization qualifying as such under Section III – Who Is An Insured. The words "we", "us" and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII – Definitions.

### SECTION I – COVERAGES

#### A. Insuring Agreements

The following Insuring Agreements apply only if that Insuring Agreement is shown as purchased in the Declarations, and the "pollution condition" that causes a "loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section IV – Limits Of Insurance And Self-Insured Retention Or Deductible.

##### 1. Contractor's Pollution Liability

We will pay on behalf of the insured those sums in excess of the applicable Self-Insured Retention or Deductible shown in the Declarations that the insured becomes legally obligated to pay for "loss" as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" to which this insurance applies, provided:

- a. The "pollution condition" arises out of "your work" at a jobsite; and
- b. The:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

With respect only to "bodily injury", "property damage", or "cleanup costs" caused by legionella pneumophila, there must be a direct relation to a documented case of a legionella pneumophila outbreak for coverage to apply.

##### 2. Transportation Pollution Liability

We will pay on behalf of the insured those sums in excess of the applicable Self-Insured Retention or Deductible shown in the Declarations that the insured becomes legally obligated to pay for "loss" as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "transportation pollution condition" to which this insurance applies, provided:

- a. The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered, or shipped by you in a "covered conveyance", or by a "carrier" on your behalf; and
- b. The:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

This coverage may not be utilized to evidence financial responsibility of any insured under any applicable federal, state, provincial, or local law.

### **3. Non-Owned Disposal Site Liability**

We will pay on behalf of the insured "loss" in excess of the applicable Self-Insured Retention or Deductible shown in the Declarations that the insured becomes legally obligated to pay as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" at, on or under, or migrating from a covered "non-owned disposal site", provided the "pollution condition":

- a. Arises from waste or material generated by "your work", resulting from transportation, or originating from a "covered location"; and
- b. The:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) Physical damage to land, conveyances, structures on land or water, the atmosphere, any watercourse, or body of water, including surface water or groundwater, giving rise to "cleanup costs" or "emergency response costs";

occurs during the Policy Period.

### **4. Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability**

We will pay on behalf of the insured "loss" in excess of the applicable Self-Insured Retention Or Deductible shown in the Declarations:

- a. For "cleanup costs" as a result of a sudden and accidental "pollution condition" originating at, on or under, or migrating from, a "covered location"; or
- b. That the insured becomes legally obligated to pay as a result of a "claim" for "bodily injury", "property damage", or "cleanup costs";

provided the sudden and accidental "pollution condition":

- (1) First commences during the Policy Period;
- (2) Is the result of an unforeseen, unplanned, or unexpected event or circumstance;
- (3) Is first discovered by any insured no later than seven days after it commences, unless a different period is shown in the Schedule Of Covered Locations;
- (4) Is reported to us in writing no later than 21 days following its discovery by any insured, unless a different period is shown in the Schedule Of Covered Locations; and
- (5) The "claim" is first made during the Policy Period or the Extended Reporting Period, as provided under Section VI – Extended Reporting Periods.

### **5. Crisis Management Costs**

We will indemnify you for "crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":

- a. Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "loss" covered under this Policy;

- b. Commences during the Policy Period;
- c. First becomes known to a "responsible insured" during the Policy Period; and
- d. Is reported to us in writing as soon as practicable, but in any event during the Policy Period or within 30 days after the end of the Policy Period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply, in which case all "crisis management costs" paid by us will be reimbursed by you to us. "Crisis management costs" are not subject to the Self-Insured Retention or Deductible.

## **6. Emergency Response Costs**

We will indemnify you for "emergency response costs" you incur in excess of the applicable Self-Insured Retention or Deductible shown in the Declarations, provided that the "pollution condition":

- a. Has resulted or is reasonably likely to result in a "loss" covered under this Policy;
- b. Commences during the Policy Period;
- c. First becomes known to a "responsible insured" during the Policy Period; and
- d. Is reported to us in writing as soon as practicable, but in any event during the Policy Period or within 30 days after the expiration of the Policy Period.

We will pay those "emergency response costs" you incur even if coverage hereunder is still to be confirmed by us, but we will cease paying such "emergency response costs" as soon as it becomes evident, to either you or us, that this insurance does not apply.

## **B. Claims And Defense**

1. With respect only to Insuring Agreements **A.1.** through **A.3.** above, coverage applies only if, prior to the Policy Period, no "responsible insured" knew that the "bodily injury", "property damage", or "cleanup costs" had occurred, in whole or in part. If any "responsible insured" knew, prior to the Policy Period, that the "bodily injury", "property damage", or "cleanup costs" occurred, then any continuation, change, or resumption of such "bodily injury", "property damage", or "cleanup costs" during or after the Policy Period will be deemed to have been known prior to the Policy Period.

"Bodily injury", "property damage", or "cleanup costs" which occur during the Policy Period and was not, prior to the Policy Period, known by any "responsible insured" to have occurred, includes any continuation, change, or resumption of the "bodily injury", "property damage", or "cleanup costs" after the end of the Policy Period.

"Bodily injury", "property damage", or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any "responsible insured":

- a. Reports all or any part of the "bodily injury", "property damage", or "cleanup costs" to us or any other insurer;
- b. Receives a written or verbal demand or "claim" for damages because of the "bodily injury", "property damage", or "cleanup costs"; or
- c. Becomes aware by any other means that the "bodily injury", "property damage", or "cleanup costs" have occurred or have begun to occur.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury".

2. We:
  - a. Will have the right to investigate any "claim" to which this insurance applies;
  - b. Will have the right and duty to defend the insured against any "suit" seeking damages to which this insurance applies; and
  - c. May, at our discretion, investigate any "pollution condition" and settle any "claim" that may result.

However:

- (1) We will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply;



(2) The amount we will pay for "loss" is limited as described in Section **IV** – Limits Of Insurance And Self-Insured Retention Or Deductible; and

(3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

3. All "claims" for damages arising out of the same, related, or continuous "pollution condition" will be considered a single "claim" and will be deemed to have been first made and reported or incurred at the time of the first "claim" is made against any insured.

Any "claim" for damages to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time, will be deemed to have been made at the time the first of those "claims" is made against any insured.

## **C. Supplementary Payments**

### **1. Loss Of Earnings And Expense Reimbursement**

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$500 a day because of time off from work.
- c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- d. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits Of Insurance shown in the Declarations.

### **2. Suit Against Indemnitee**

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee only if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of that indemnitee has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "pollution condition" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement, or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

As long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or the conditions or terms of the agreement set forth above are no longer met.

These payments will not reduce the Limits Of Insurance shown in the Declarations.

## **SECTION II – EXCLUSIONS**

**A.** With respect to all Insuring Agreements and Supplementary Payments, this insurance does not apply to:

### **1. Contractual Liability**

"Loss" the insured is legally obligated to pay as damages that result from the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for damages:

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

### **2. Criminal Fines Or Criminal Penalties**

Any criminal fines or criminal penalties.

### **3. Damage To Property**

"Property damage" to any real property owned, leased, or operated by you.

However, this exclusion does not apply:

- a. If the real property is operated or occupied by you for the purpose of performing "your work";
- b. To "cleanup costs" covered under Insuring Agreement **A.4.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability; or
- c. To "emergency response costs" covered under Insuring Agreement **A.6.** Emergency Response Costs.

### **4. Damage To Your Product Or Your Work**

"Property damage" to "your product" or "your work" or any part of "your product" or "your work".

However, this exclusion does not apply:

- a. If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- b. To the "completed operations" of "your work".

### **5. Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
  - (1) Employment by the insured; or
  - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, "domestic partner", child, parent, brother, or sister of that "employee" as a consequence of such "bodily injury".

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to liability assumed by you under an "insured contract".

## **6. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of any "responsible insured".

## **7. Impaired Property**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

However, this exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

## **8. Insured Versus Insured**

Any "claim" made by or on behalf of an insured against any other insured.

However, this exclusion does not apply to "claims" against you made by any additional insured seeking coverage or indemnification pursuant to a written contract or agreement.

## **9. Intentional Acts**

"Loss" arising out of intentional, willful, or deliberate:

- a. Injury to persons or property;
- b. Failure to comply with any federal, state, local, or provincial laws including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of an insured; or
- c. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body.

However, this exclusion does not apply to:

- (1) An insured who did not commit, participate in, or have knowledge of any of the acts described above;
- (2) Any failure to comply based upon your good faith reliance on written advice of qualified outside counsel received in advance of such non-compliance; or
- (3) Any failure to comply based upon your reasonable efforts to mitigate a "pollution condition" that necessitates immediate action.

## **10. Known Pollutants Or Pollution Conditions**

"Loss" caused by, arising out of, or in any way involving a "pollutant" or "pollution condition" at a "covered location", or resulting from "your work", including any subsequent continuation or resumption of or changes in such "pollutant" or "pollution condition", that existed prior to the Policy Period and was known to any "responsible insured" at any time before the Policy Period.

However, this exclusion does not apply if:

- a. The "pollutant" or "pollution condition" known to a "responsible insured" prior to the effective date of the Policy Period did not result in costs, charges, or expenses being incurred to investigate, remove, dispose of, abate, contain, treat, or neutralize contaminated soil, surface water, groundwater, air, or other media;
- b. The known "pollutant" or "pollution condition" is disclosed to us prior to the Policy Period and shown in the Schedule Of Known Pollutants Or Pollution Conditions;
- c. The known "pollutant" or "pollution condition" was not subject to cleanup or remediation required by "environmental law"; or
- d. A No Further Action determination or equivalent decision has been documented in writing in accordance with "environmental law" with respect to the "pollutant" or "pollution condition".

## **11. Nuclear Energy Liability**

Any "claim" based upon or arising out of any nuclear or radioactive materials or by-products:

- a. Where any insured under this Policy has been indemnified by the United States Department of Energy or any other government authority; or
- b. For which the Price-Anderson Act provides protection for the insured.

## **12. Other Enterprises**

"Loss" arising out of any business enterprise owned, operated, or managed by the insured or its parent company or any affiliate, successor, or assignee of such company not named in the Declarations.

## **13. Professional Services**

"Loss" arising out of any alleged or actual act, error, or omission in the rendering of or failure to render "professional services" by you or any contractor or subcontractor working on your behalf.

This exclusion applies even if the "claim" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "pollution condition" which caused the "loss" involved the rendering of or failure to render "professional services".

However, this exclusion does not apply to a "claim":

- a. In which you committed an actual or alleged act, error, or omission relating to improper or inadequate supervision, direction, or control of any contractors or subcontractors for which you are legally liable when such contractors or subcontractors are performing operations on your behalf at a job site; or
- b. Alleging liability for construction means, methods, techniques, sequences, or procedures utilized as part of "your work".

## **14. Property Damage To Cargo**

"Property damage" to "transported cargo".

## **15. Property Damage To Conveyances**

"Property damage" to any "auto", railcar, train, watercraft, or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo".

However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

## **16. Vehicles**

"Loss" arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, "unmanned aircraft", "auto", or watercraft. Use includes "loading or unloading".

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of a "covered location" or a location where "your work" is performed; and
- b. Coverage provided under Insuring Agreements **A.2.** Transportation Pollution Liability, **A.3.** Non-Owned Disposal Site Liability, or **A.4.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability, if shown as purchased in the Declarations.

## **17. War**

"Loss", however caused, arising, directly or indirectly, out of:

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

## **18. Workers' Compensation And Similar Laws**

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

## 19. Your Product

"Loss" arising out of "your product" after any insured has relinquished possession of it.

However, this exclusion does not apply to any "loss" arising out of any waste generated by "your work" that is relinquished to others to recycle or for beneficial reuse.

### B. With respect only to Insuring Agreement **A.4. Sudden And Accidental Discharge, Release, Or Escape of Pollutants Liability Insuring Agreement**, this insurance does not apply to:

#### 1. Asbestos And Lead

"Loss" in any way involving asbestos, asbestos containing materials, lead, or lead containing materials, including, but not limited to, lead-based paint in, on, at, within, or applied to any building, utility, structure, or building material.

However, this exclusion does not apply to:

- a. "Claims" for "bodily injury" or "property damage";
- b. "Cleanup costs" for the remediation of any soil, groundwater body, surface water body, or sediment; or
- c. "Cleanup costs" solely incurred for the remediation of asbestos, asbestos containing materials, or lead-based paint that has been inadvertently displaced by an accident that:
  - (1) Does not result from demolition, renovation, or abatement;
  - (2) Is demonstrable by the insured as commencing during the Policy Period; and
  - (3) Is reported to us within 45 days of its commencement.

However, there will be no coverage for any costs incurred to:

- (a) Remove, abate, repair, dispose of, or otherwise address any asbestos, asbestos containing materials, or lead-based paint that has not been displaced by such accident; or
- (b) Remove or dispose of any building, construction, or demolition debris.

#### 2. Capital Expenditures

Any capital expenditure at a "covered location".

#### 3. Material Change In Use

"Loss" in any way involving a change in the use or operations at a "covered location" that materially increases the likelihood or severity of a "pollution condition" or "claim" as compared with use or operations as disclosed to us on the application and all supporting documentation.

#### 4. Underground Storage Tanks

"Loss" in any way involving any "underground storage tank" or associated underground piping at a "covered location", whether operational, closed, or removed.

#### 5. Wells

"Loss" in any way involving the discharge, escape, migration, release, or seepage of oil, gas, drilling fluid, or any other fluid, from any oil, gas, mineral, or geothermal well.

## SECTION III – WHO IS AN INSURED

Each of the following is an insured under all Insuring Agreements and Supplementary Payments:

### A. If you are designated in the Declarations as:

1. An individual, you, and your spouse or "domestic partner", but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, your members, your partners, and their spouses or "domestic partners", but only with respect to the conduct of your business.
3. A limited liability company, your members but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture, or limited liability company, your "executive officers" and directors, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- B. Any subsidiary company of yours, other than a partnership, joint venture, or limited liability company, and any company over which you have active control or majority ownership interest, or exercise management or financial control is a Named Insured with respect to the conduct of your business, provided:

1. You report all such entities to us within 90 days after you have acquired the organization; and
2. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this Policy.

However:

- a. Coverage is afforded only until the 90th day after you acquire the subsidiary or the end of the Policy Period, whichever is earlier; and
  - b. Coverage does not apply to "loss" that first commences before you acquired the subsidiary.
- C. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".
- D. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to such trustee's, representative's, or executor's vicarious liability resulting from "your work".
- E. Any organization, other than a partnership, joint venture, or limited liability company, you newly form during the Policy Period and over which you maintain ownership or majority interest, will qualify as an insured, if:
1. You have contractually agreed to provide insurance for such organization;
  2. There is no other similar primary insurance available to that organization, unless such entity has been specifically endorsed onto this Policy; and
  3. You report to us within 90 days after such formation that you formed the organization.

However:

- a. Coverage is afforded only until the 90th day after you form the organization or the end of the Policy Period, whichever is earlier; and
  - b. Coverage does not apply to "loss" that first commences before you formed the organization.
- F. Any:
1. Person or organization for whom you have performed or are performing "your work" and with whom you have agreed to provide additional insured status in a written contract or agreement, provided the written contract or agreement was executed prior to the:
    - a. Commencement of "your work"; and
    - b. Date the "pollution condition" first commenced.
  2. Other person or organization you are required to add as an additional insured under the written contract or agreement described in Paragraph 1. above.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "cleanup costs" resulting from a "pollution condition" caused in whole or in part by "your work".

However, any insurance afforded to such insured:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the written contract or agreement to provide for such insured; and
- c. Is limited to the lesser of the Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement.



This Paragraph F. does not apply to any person or organization specifically named as an additional insured in an endorsement attached to this Policy.

## **SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION OR DEDUCTIBLE**

### **A. Limits Of Insurance**

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".
2. Subject to the Combined General Aggregate Limit shown in the Declarations, the Coverage Form Aggregate Limit shown in the Declarations is the most we will pay for all "loss" arising out of all "pollution conditions" under all Insuring Agreements.
3. Subject to the Coverage Form Aggregate Limit shown in the Declarations:
  - a. The Each Contractor's Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.1.** Contractor's Pollution Liability for all "loss" arising out of any one "pollution condition".
  - b. The Each Transportation Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.2.** Transportation Pollution Liability for all "loss" arising out of any one "transportation pollution condition".
  - c. The Each Non-Owned Disposal Site Pollution Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.3.** Non-Owned Disposal Site Liability for all "loss" arising out of any one "pollution condition" at a "non-owned disposal site".
  - d. The Each Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Condition Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.4.** Sudden And Accidental Discharge, Release, Or Escape Of Pollutants Liability for all "loss" arising out of any one "pollution condition".
  - e. The Each Crisis Management Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.5.** Crisis Management Costs for the sum of all "crisis management costs" arising out of any one "pollution condition".
  - f. The Each Emergency Response Limit shown in the Declarations is the most we will pay under Insuring Agreement **A.6.** Emergency Response Costs for the sum of all "emergency response costs" arising out of any one "pollution condition".

The limits of insurance of this Policy apply separately to each Policy Period, unless the Policy Period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

### **B. Self-Insured Retention**

The following applies only if Self-Insured Retention is selected in the Declarations:

1. You agree to assume the Self-Insured Retention shown in the Declarations. Our obligation to pay "loss" under this insurance and the applicable Limit Of Insurance shown in the Declarations will apply in excess of the applicable Self-Insured Retention. The Self-Insured Retention applies separately to each "pollution condition".
2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim" or "pollution condition" within the Self-Insured Retention, you must make actual payment of the full Self-Insured Retention before the Limits Of Insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.
3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim" or "pollution condition" which appears likely to exceed the Self-Insured Retention.
4. We have the right in all cases to assume control of the investigation, defense, and settlement of any "claim" or "pollution condition" to which this insurance applies. When we exercise this right, the following apply:
  - a. You will remain responsible for the cost of all "loss" within the applicable Self-Insured Retention;
  - b. At our request, you will advance to us any portion of the applicable Self-Insured Retention that we deem reasonable to pay for any "claim" or "pollution condition";

- c. If you have paid to us all or part of the applicable Self-Insured Retention and the total amount of "loss" that we pay for that "claim" or "pollution condition" is less than the applicable Self-Insured Retention, then we will reimburse you the amount you paid in excess of the amount we pay; and
- d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the Self-Insured Retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured, to any settlement we make that requires payment from you of any amount within the Self-Insured Retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

### **C. Deductible**

The following applies only if Deductible is selected in the Declarations:

- 1. Our obligation to pay "loss" under this insurance and the applicable Limit Of Insurance shown in the Declarations applies only to the amount of damages in excess of the Deductible shown in the Declarations.
- 2. The Deductible applies separately to each "pollution condition", and may be applied to supplementary payments, settlements, or indemnification.
- 3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend the insured against any "claims" seeking those damages; and
  - b. Your duties in the event of a "pollution condition";
 apply irrespective of the application of the Deductible.
- 4. We will have the right to settle the "claim" for any amount we deem reasonable in excess of the Deductible. We may either:
  - a. Pay any part or all of the Deductible to effect settlement of any "claim", and upon notification of the action taken, you must promptly reimburse us for that part of the Deductible that has been paid by us; or
  - b. Simultaneously upon receipt of notice of any "claim" or at any time thereafter, call upon you to pay or deposit with us all or any part of the Deductible, to be held and applied by us as herein provided.
- 5. In the event that you do not promptly comply with Paragraph 4. above, any cost we incur in collection of the Deductible including, but not limited to, collection agency fees, attorneys' fees, and interest, will be added to and applied in addition to the Deductible without limitation to such costs.
- 6. If the insured refuses to settle, our duty to defend will cease. The insured must thereafter negotiate or defend such "claim" independently of us, and our liability will not exceed the amount less the Deductible for which the "claim" could have been settled.
- 7. If the same, related, or continuous "pollution condition" results in coverage under more than one Insuring Agreement under this Policy, then only the highest Deductible shown in the Declarations of all Insuring Agreements applicable to the "pollution condition" will apply.

### **D. Mediation**

The Deductible or Self-Insured Retention shown in the Declarations will be waived, up to a maximum of 50%, subject to a maximum reduction of \$25,000, if:

- 1. A "claim" has not entered into litigation;
- 2. You and we mutually agree to "mediation" as a means to settle a "claim"; and
- 3. Such "claim" is settled as a direct result of the "mediation" and within 30 days of the end of the "mediation".

When this occurs, we will waive any qualifying Deductible or Self-Insured Retention amount we pay prior to the "mediation".

### **E. Multiple Insureds, Claims, And Claimants**

The inclusion herein of more than one insured in any "claim" or the making of "claims" by more than one person or organization will not operate to increase the Limits Of Insurance shown in the Declarations.

All "claims" for damages arising out of the same, related, or continuous "pollution condition" will be considered a single "claim" and will be deemed to have been first made at the time the first "claim" is made against any insured.

## **SECTION V – CONDITIONS**

### **A. Assignment**

Assignment of interest under this Policy will not bind us unless our consent, which will not be unreasonably withheld or delayed, has been endorsed on this Policy.

### **B. Bankruptcy**

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this Policy.

### **C. Duties In The Event Of A Pollution Condition Or Claim**

1. You must see to it that we are notified as soon as practicable in writing of a "pollution condition". To the extent possible, notice must contain:
  - a. How, when, and where the "pollution condition" took place;
  - b. The names and addresses of any claimants, injured persons, and witnesses;
  - c. The nature and location of any injury or damage arising out of the "pollution condition";
  - d. The date and details of "your work" that may have caused the "pollution condition";
  - e. Copies of any contracts that have been entered into by any insured that are related to "your work" performed;
  - f. Details explaining how the insured first became aware of the "pollution condition"; and
  - g. The identity of all other insurers known by a "responsible insured" who may provide coverage for the "pollution condition".
2. If a "claim" is made against any insured:
  - a. You must notify us in writing as soon as possible the specifics of the "claim" and the date received; and
  - b. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summons, or legal papers received in connection with the "claim";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation, settlement, or defense of the "claim";
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and
    - (5) Submit to examination under oath as often as reasonably required by us.
3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our written consent. However, written consent is not required with respect to:
  - a. "Crisis management costs" that have been reported in accordance with Insuring Agreement **A.5. Crisis Management Costs**; or
  - b. "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.
4. Notice to your insurance agent or broker does not constitute notice to us for purposes of the receipt of notice.

### **D. Independent Counsel**

In the event the insured is entitled by applicable law to select independent counsel to defend a "claim" or "suit" at our expense, the attorneys' fees and all other expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar claims or suits in the community where the "claim" arose or the "suit" is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competence including at least five years of experience in defending "claims" or "suits" similar to the one pending against the insured and to require such counsel have errors and omissions insurance coverage with a limit at least equal to this Policy's applicable Each Insuring Agreement Limit.

With respect to any such counsel, the insured agrees that counsel will:

1. Respond timely and regularly to our request for information regarding the "claim" or "suit"; and
2. Provide regular status reports, budgets, case plans, and updates on significant developments.

Furthermore, the insured may at any time, by the insured's written consent, freely and fully waive these rights to select independent counsel.

#### **E. Legal Action Against Us**

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

1. Join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. Sue us on this Policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "losses" that are not payable under the terms of this Policy or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative.

#### **F. Other Insurance**

If other valid and collectible insurance is available to the insured for "loss" we cover under this Policy, our obligations are limited as follows:

##### **1. Primary Insurance**

This insurance is primary except when Paragraph 2. below applies. If this insurance is primary:

- a. This insurance is not contributory with any other insurance available to any third-party liability policy if required by a written contract, signed by both parties, and executed prior to the commencement of operations or "your work".
- b. Our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph 3. below.

##### **2. Excess Insurance**

- a. This insurance is excess over:

- (1) Any other insurance, whether primary, excess, contingent, or on any other basis if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
- (2) Any other valid and collectible insurance available to you covering liability for "losses" arising out of "your work", including that work for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof;
- (3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" in this Policy;
- (4) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy, or similar insurance program under which an insured is covered; or
- (5) Any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, covering a:
  - (a) "Transportation pollution condition", if Insuring Agreement **A.2.** Transportation Pollution Liability is shown as purchased in the Declarations;
  - (b) "Pollution condition" on a "non-owned disposal site", if Insuring Agreement **A.3.** Non-Owned Disposal Site Liability is shown as purchased in the Declarations; or
  - (c) "Pollution condition" resulting from "your work" if you are an insured on an insurance policy that applies to "your work" performed at a specific job site or if you are added as an additional insured on another insurance policy.

- b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.

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

### **3. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first. However, our contribution will not apply until our applicable Deductible or Self-Insured Retention is satisfied.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **G. Premium Audit**

- 1. We will compute all premiums for this Policy in accordance with our rules, rates, rating plans, and minimum premium requirements.
- 2. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured shown in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the Policy Period is more than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

## **H. Representations**

By accepting this Policy, you agree:

- 1. The statements in the applications, other materials submitted to us, and Declarations are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- 3. We have issued this Policy in reliance upon your representations.

## **I. Separation Of Insureds**

- 1. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:
  - a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each insured against whom a "claim" is made.
- 2. Any misrepresentation, act, or omission that is in violation of a term, duty, or condition under this Policy by one insured will not, by itself, affect coverage for another insured under this Policy. However, this condition will not apply to an insured who is a parent, subsidiary, or affiliate of the insured which committed such misrepresentation, act, or omission.

## **J. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Any recovery obtained through transfer of rights, after expenses incurred in such transfer of rights are deducted by us, will be applied first to the insured to the extent of any payments in excess of the Limit Of Insurance, if any; then to us to the extent of our payment under this Policy; and then to the insured to the extent of your Deductible or Self-Insured Retention.

However, we will waive any right of recovery to the extent required by written contract, provided such contract was entered into with any person(s) or organization(s) prior to the discovery of the "pollution condition" giving rise to the "loss".

## **SECTION VI – EXTENDED REPORTING PERIODS**

With respect only to the Sudden And Accidental Discharge, Release, Or Escape of Pollutants Liability Insuring Agreement:

**A.** We will provide one or more Extended Reporting Periods, as described below, if:

1. The coverage provided for Sudden And Accidental Discharge, Release, Or Escape Or Pollutants Liability is cancelled or not renewed; or
2. We renew or replace the coverage provided for Sudden And Accidental Discharge, Release, Or Escape Or Pollutants Liability with insurance that:
  - a. Has a retroactive date later than the Retroactive Date shown in the Declarations; or
  - b. Does not apply to "claims" that result from a "pollution condition" on a claims-made basis.

The quotation of a different premium, deductible, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

**B.** The Extended Reporting Periods do not extend the Policy Period or change the scope of coverage provided. They apply only to "claims" that result from "pollution conditions" that occur before the end of the Policy Period, but not before the Retroactive Date, if any, shown in the Declarations, provided the "claim" is first made against the insured during the Policy Period and reported to us during the Policy Period or the Extended Reporting Period.

Once in effect, the Extended Reporting Period may not be cancelled.

**C.** The Extended Reporting Periods will not reinstate or increase the Limits Of Insurance shown in the Declarations.

**D.** A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the Policy Period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

**E.** An Optional Extended Reporting Period is available, subject to Paragraph **F.** below, but only by an endorsement for an additional premium of not more than 250% of the full Policy Premium. This Optional Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph **D.** above, ends and will be effective for up to 60 months.

You must give us a written request for the endorsement within 90 days after the end of the Policy Period. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

This endorsement will set forth the terms, not inconsistent with this section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Optional Extended Reporting Period starts.

**F.** We do not have to provide an Optional Extended Reporting Period if:

1. There is any failure to pay any outstanding premiums when due;
2. You fail to repay any Self-Insured Retention or Deductible amount we have paid;
3. You have purchased any other insurance to replace the insurance provided under this endorsement;
4. The application for this Policy, including any addenda thereto, contains any material misrepresentation of fact; or
5. This Policy is terminated for fraud or non-payment of premium.

## **SECTION VII – DEFINITIONS**

**A.** "Auto" means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment.



- B.** "Bodily injury" means physical injury, sickness, disease, mental anguish, or emotional distress, sustained by any person, including medical monitoring or death resulting from any of these at any time.
- C.** "Cargo" means waste, products, or materials carried or delivered by a "covered conveyance".
- D.** "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto", or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.
- E.** "Claim" means:
1. A written demand upon any insured for damages or "loss"; or
  2. A "suit" or arbitration proceedings against any insured seeking damages or "loss".
- F.** "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, disposal, remediation, detoxification, or neutralization of "pollutants", or any reasonable and necessary expense incurred in response to any "pollution condition":
1. To the extent required by "environmental law";
  2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties; or
  3. To the extent recommended by an "environmental professional" in the absence of Paragraphs **1.** and **2.** above.
- "Cleanup costs" includes "restoration costs" and those costs arising from the removal of "pollutants" illicitly abandoned by a third party at a "covered location".
- G.** "Completed operations" means "your work" that has been completed.
- "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:
1. When all work to be performed under the contract has been completed;
  2. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or
  3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- "Your work" that may require further service, maintenance, correction, repair, or replacement, but is otherwise complete, will be deemed completed.
- H.** "Coverage territory" means the United States of America and its territories and possessions.
- I.** "Covered conveyance" means any conveyance operated by or on behalf of an insured.
- "Covered conveyance" does not include pipelines.
- J.** "Covered location" means any real property owned, leased, or operated for use as an office, warehouse, or for equipment storage by you at the time of the "loss" and as of the first date of the Policy Period shown on the Declarations.
- K.** "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonable withheld.
- L.** "Crisis management costs" means those reasonable and necessary fees and expenses:
1. Incurred by you within 90 days after the "crisis management event" is discovered by you and is thereafter approved by us in writing; and
  2. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:
    - a. Managing the media in direct response to a "crisis management event" to which this insurance applies; or
    - b. Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.
- You must take reasonable steps to minimize "crisis management costs".

- M.** "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:
1. "Bodily injury" involving third parties; or
  2. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties; provided that one of your "executive officers" has proffered, at our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.
- N.** "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law.
- O.** "Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.
- P.** "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation under applicable law whereby in the absence of such mitigation:
1. "Bodily injury" or "property damage" to third parties is imminent; or
  2. "Cleanup costs" pursuant to "environmental law" are incurred.
- Q.** "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".
- R.** "Environmental law" means any federal, state, provincial, municipal, or local laws, rules, regulation, or order including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, and governmental, judicial, or administrative orders and directives that are applicable to a "pollution condition".
- S.** "Environmental professional" means an individual:
1. Approved by us;
  2. Duly certified or licensed in a recognized field of environmental science as required by a state board or a professional association; and
  3. Who meets certain minimum qualifications and maintains specified levels of errors and omissions insurance coverage acceptable to us.
- We will consult with the first Named Insured in conjunction with the selection of the "environmental professional".
- T.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
- U.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate, or dangerous; or
  2. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment, or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
- V.** "Insured contract" means:
1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
  2. 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", "property damage", or "cleanup costs" to a third person or organization, provided the "bodily injury", "property damage", or "cleanup costs" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 2. does not include that part of any contract or agreement:

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

**W.** "Loading or unloading" means the handling of property:

- 1. After it is moved from the place where it is accepted for movement into or onto an aircraft, "auto", rolling stock, or watercraft;
  - 2. While it is in or on an aircraft, "auto", rolling stock, or watercraft; or
  - 3. While it is being moved from an aircraft, "auto", rolling stock, or watercraft to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, "auto", rolling stock, or watercraft.

**X.** "Loss" means:

- 1. A monetary judgment, award, or settlement, including punitive damages and exemplary damages where insurable by applicable law, for "bodily injury" or "property damage";
- 2. "Cleanup costs";
- 3. "Crisis management costs"; or
- 4. "Emergency response costs".

**Y.** "Low-level radioactive waste" means waste that contains radioactivity but is not transuranic waste, spent nuclear fuel, waste materials remaining after spent nuclear fuel is processed, uranium milling residues, waste with greater than specified quantities of elements heavier than uranium, and those wastes requiring permanent isolation by the United States Nuclear Regulatory Commission.

**Z.** "Mediation" means the voluntary process in which a neutral third party, who is a qualified professional mediator selected by the parties to the "claim" with our written agreement, intervenes between the parties to promote settlement of a "claim". "Mediation" does not include litigation, arbitration, or court-mandated proceedings.

**AA.** "Mixed waste" means waste containing both radioactive and hazardous components as defined by the Atomic Energy Act and the Resource Conservation and Recovery Act.

**BB.** "Mold" means any permanent or transient fungus, mold, mildew, or mycotoxin or any of the spores, scents, or by-products produced or released by fungus.

**CC.** "Natural resource damages" means physical injury to or destruction of, as well as the assessment of, such injury or destruction, including the resulting loss of value 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 of America, any state or local government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

**DD.** "Non-owned disposal site" means a location you use for the treatment, storage, or disposal of waste or material, provided the "non-owned disposal site" is:

- 1. Not managed, operated, owned, or leased by any insured or any subsidiary or affiliate of any insured;
- 2. Permitted or licensed by the applicable federal, state, local, or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored, or disposed of at the "non-owned disposal site"; and
- 3. Not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priority List, Superfund, or Hazardous Waste List prior to the treatment, storage, or disposal of the waste or material at the "non-owned disposal site".

**EE.** "Pollutants" means any solid, liquid, gaseous, biological, or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, silt, sedimentation, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, waste materials, including medical, infectious, and pathological waste, electromagnetic fields, "low-level radioactive waste", and "mixed waste" materials, at levels in excess of those naturally occurring. Waste includes materials to be recycled, reconditioned, or reclaimed.

With respect to Insuring Agreements **A.1.** Contractor's Pollution Liability, **A.5** Crisis Management Costs, and **A.6.** Emergency Response Costs only, if shown as purchased in the Declarations, "pollutants" includes "mold" and legionella pneumophila.

**FF.** "Pollution condition" means:

1. The discharge, dispersal, seepage, migration, growth, release, or escape of "pollutants"; or
2. The illicit abandonment of "pollutants" by a third party without your consent at a job site or a "covered location".

With respect to Insuring Agreements **A.2.** Transportation Pollution Liability, **A.5.** Crisis Management Costs, and **A.6.** Emergency Response Costs only, if shown as purchased in the Declarations, "pollution condition" includes "transportation pollution condition".

**GG.** "Professional services" means those functions performed for others by you or on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project manager, or construction manager including, but not limited to, engineering services or the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

**HH.** "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;
2. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or
3. "Natural resource damages".

For the purposes of this insurance, "electronic data" is not tangible property.

"Property damage" does not include "cleanup costs".

**II.** "Responsible insured" means:

1. Your "executive officer", director, member, or partner; or
2. Your manager or supervisor responsible for environmental health and safety or environmental affairs, control, or compliance.

**JJ.** "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair, or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs".

However, such "restoration costs":

1. Will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs"; or
2. Will not include costs associated with improvements or betterments, ordinance, or law, except to the extent:
  - a. Such improvements or betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property; and
  - b. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on our judgment at our sole discretion.

**KK.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "cleanup costs" to which this insurance applies are alleged.

"Suit" includes:

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

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

**LL.** "Temporary storage" means storage of materials in a locked and secure storage container with clearly posted warning signs for a period of up to 30 days at a premises you own or rent. "Temporary storage" does not include storage of materials at any site at which you are performing "your work".

**MM.** "Transportation pollution condition" means the emission, discharge, dispersal, release, or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a "covered location" or a jobsite.

**NN.** "Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured.

"Transported cargo" also includes the insured's "cargo" during "loading or unloading" to or from a "covered conveyance".

**OO.** "Underground storage tank" means any one or combination of tanks, including underground pipes connected thereto, that is used to contain an accumulation of regulated substances, and the volume, including the volume contained in connected underground pipes, fill, vent, and above ground distribution components, which has or at any time in the past had at least 10% of its volume beneath the surface of the ground.

"Underground storage tank" does not include:

1. Septic tanks, sump pumps, or oil or water separators;
2. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or
3. Storm water or wastewater collection systems.

**PP.** "Unmanned aircraft" means an aircraft that is not designed, manufactured, or modified after manufacture to be controlled directly by a person from within or on the aircraft.

**QQ.** "Your product":

1. Means:
  - a. Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.
2. Includes:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your product"; and
  - b. The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

**RR.** "Your work":

1. Means:
  - a. Contracting work or contracting operations performed by you or on your behalf for others at a location that you do not own, control, rent, or occupy other than for the purpose of performing "your work"; and
  - b. Materials, parts, or equipment furnished in connection with such work or operations.
2. Includes:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of "your work";
  - b. The providing of or failure to provide warnings or instructions;
  - c. The "completed operations" of "your work"; and

- d. With respect to Insuring Agreement **A.1. Contractor's Pollution Liability**, the "temporary storage" of asbestos, or any material or substance containing asbestos, asbestos fibers, or asbestiform talc that was removed in the course of "your work".





**POLICY NUMBER:**  
MKLV7ENV106076

## **EVANSTON INSURANCE COMPANY**

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

### **NOTICE OF CANCELLATION AS REQUIRED BY CONTRACT – ADDITIONAL INSURED**

All Coverage Forms included in this policy are subject to the following.

#### **SCHEDULE**

Number of days: 30

The following is added to the Cancellation condition:

We will provide written Notice of Cancellation to an additional insured stating when, not less than the number of days shown in the Schedule above, cancellation will become effective.

This condition only applies if:

1. Cancellation is for reasons other than:
  - a. Nonpayment of premium; or
  - b. Non-payment of any deductible reimbursement;
2. You are required by written contract to provide the additional insured with such notice; and
3. You agree to provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

If notice is mailed, proof of mailing is sufficient proof of such notice.

All other terms and conditions remain unchanged.

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
As required by written contract and executed prior to commencement of operations.	All locations
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 – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
As required by written contract and executed prior to commencement of operations.	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

- (1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

#### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

#### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### 6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

#### 7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

#### 8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### 9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

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

#### **18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.



## **19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

## **20. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



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

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

**Policy Number:** 20 WN S78600

**Endorsement Number:**

**Effective Date:** 12/31/2024 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** MONTROSE ENVIRONMENTAL GROUP, INC.  
5120 NORTSHORE DRIVE  
NORTH LITTLE ROCK, AR 72118

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**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

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

*Suear, L. Castaneda*

Authorized Representative

**Form WC 00 03 13** Printed in U.S.A.

**Process Date:**

**Policy Expiration Date:**



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

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

**Policy Number:** 20 WN S78600

**Endorsement Number:**

**Effective Date:** 12/31/2024

Effective hour is the same as stated on the Declarations of the policy.

**Named Insured and Address:** MONTROSE ENVIRONMENTAL GROUP, INC.  
5120 NORTSHORE DRIVE  
NORTH LITTLE ROCK, AR 72118

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

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

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

**SCHEDULE**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Countersigned by

*Susan L. Castaneda*

Authorized Representative



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

## **ALTERNATE EMPLOYER ENDORSEMENT**

**Policy Number:** 20 WN S78600

**Endorsement Number:**

**Effective Date:** 12/31/2024

Effective hour is the same as stated in the Information page of the policy.

**Named Insured and Address:** MONTROSE ENVIRONMENTAL GROUP, INC.  
5120 NORTSHORE DRIVE  
NORTH LITTLE ROCK, AR 72118

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

### **SCHEDULE**

**1. Alternate Employer**

**Address**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED  
BY CONTRACT TO PROVIDE ALTERNATE EMPLOYER COVERAGE.

**2. State of Special or  
Temporary Employment**

STATES LISTED IN ITEM 3A OF THE INFORMATION PAGE

**3. Contract or Project**

ANY CONTRACT OR PROJECT