

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/ies) must have ADDITIONAL INSURED provisions or be endorsed

lf	SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to th	ne tei	rms and conditions of the	e polic	y, certain po	olicies may	•	. A sta	atement on
	DUCER					CT WTW Cert		nter		
	lis Towers Watson Northeast, Inc.			-	PHONE	o, Ext): 1-877-	-945-7378		1-888	-467-2378
	26 Century Blvd Box 305191			-	E-MAIL	SS: Certific	rates@wtwc	(A/C, NO).		
	. BOX 305191 nville, TN 372305191 USA			-	ADDRE					NAIG#
	,			-		RA: Nautil		RDING COVERAGE		NAIC# 17370
INSU	PED							Liability Company		38318
	e's Root Control, Inc.						Indemnicy 8	k Liability Company		30310
	Airport Rd, Unit E			-	INSURE	RC:				
Elg:	in, IL 60123			-	INSURE	R D :				
					INSURE	RE:				
					INSURE	RF:				
				NUMBER: W38933568				REVISION NUMBER:		
IN Cl	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REMEI	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE I	OF ANY	Y CONTRACT	OR OTHER S S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO	CT TO \	WHICH THIS
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$	1,000,000
A								MED EXP (Any one person)	\$	25,000
		Y		ECP2039143-12		12/08/2024	12/08/2025	PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	Included
В	OWNED SCHEDULED AUTOS ONLY AUTOS	Y		1000679525241		12/08/2024	12/08/2025	BODILY INJURY (Per accident)	\$	Included
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	Included
	AUTOS GIVET							(i or deolderity	\$	
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	10,000,000
A	EXCESS LIAB CLAIMS-MADE			FFX2039144-12		12/08/2024	12/08/2025	AGGREGATE	\$	10,000,000
	DED RETENTION\$								\$	
	WORKERS COMPENSATION							X PER OTH-	<u> </u>	
В	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		1000005190 241		12/08/2024	12/08/2025	E.L. DISEASE - EA EMPLOYEE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	¢	1,000,000
A	Pollution Liability			ECP2039143-12		12/08/2024	12/08/2025	Each Condition	\$1,000	
						,,	,,	Deductible	\$25,00	
								Beddelbie	<b>42370</b>	,,
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	FS (4	CORD	101 Additional Remarks Schedule	e may he	attached if more	e snace is requir	ed)		
DLO	SKII HON OF OF EKAHONO/ EGGAHONO/ VEHIOL		COND	7 101, Additional Remarks Scheduk	s, may be	s attached if fillore	e space is requir	eu)		
SEE	ATTACHED									
CEI	RTIFICATE HOLDER			i	CANC	ELLATION				
					THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C. EREOF, NOTICE WILL E Y PROVISIONS.		
				-	AUTHO	RIZED REPRESE	NTATIVE			

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City of Redondo Beach 531 N. Gertuda

Redondo Beach, CA 90277

AGENCY CUSTOMER ID:	
1.00 #-	



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

NAIC#: 17370

Willis Towers Watson Northeast, Inc.		NAMED INSURED Duke's Root Control, Inc. 400 Airport Rd, Unit E
		Elgin, IL 60123
CARRIER	NAIC CODE	
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_25 FORM TITLE: Certificate of Liability Insurance

Contractual Liability is included in General Liability.

The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

LIMIT AMOUNT:

INSURER AFFORDING COVERAGE: Nautilus Insurance Company

TYPE OF INSURANCE: LIMIT DESCRIPTION:
Professional Liability Each Claim

Each Claim \$1,000,000
Deductible Each Claim \$25,000

ACORD 101 (2008/01)

## ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT

**Policy Number:** 1000679525241 **Effective Date:** 12/08/2024

Named Insured: Duke's Root Control, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

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

#### **SCHEDULE**

Additional Insured(s): Where Required by Written Contract.

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE A. Coverage, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy; or
- (2) The coverage and/or limits required by said contract or agreement.

All other terms and conditions of this policy remain unchanged.

## LESSOR – ADDITIONAL INSURED AND LOSS PAYEE – BLANKET AMENDATORY ENDORSEMENT

**Policy Number:** 1000679525241 **Effective Date:** 12/8/2024

Named Insured: Dukes Root Control Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

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

## **SCHEDULE**

Additional Insured (Lessor):	All lessor(s) for whom coverage is required by written contract or agreement
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## A. Coverage

- 1. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For any "leased auto," the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - **b.** Any of your "employees" or agents; or
  - **c.** Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- 3. The coverage provided under this endorsement applies to any "leased auto" until the expiration date of the applicable written contract or agreement when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

## **B.** Loss Payable Clause

- 1. We will pay, as interest may appear, you and the lessor described in this endorsement for "loss" to a "leased auto."
- 2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- 3. If we make any payment to the lessor and the lessor has rights to recover damages from another, those rights are transferred to us. The lessor must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

### C. Notice of Cancellation

- If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- 2. If you cancel the Policy, we will mail notice to the lessor.

## D. Additional Definition

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

All other terms and conditions of this Policy remain unchanged.

# ADDITIONAL INSURED – AUTOMATIC STATUS AMENDATORY ENDORSEMENT

**Policy Number:** 1000679525241 **Effective Date:** 12/08/2024

Named Insured: Duke's Root Control, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

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

It is hereby agreed that SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured of the Business Auto Coverage Form and Motor Carrier Coverage Form, and SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

# CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT

Policy	Number:	1000679525241	Effective Date:	12/8/2024
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Named Insured: Dukes Root Control Inc

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that, in the event we cancel or nonrenew this Coverage Part for any reason other than nonpayment of premium, we will endeavor to mail prior written notice of cancellation or nonrenewal to:

## **SCHEDULE**

Name:	Where Required By Written Contract
Address:	On File with Insured
Number of days advance notice:	30

All other terms and conditions of this Policy remain unchanged.

## ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2039143-12	12/8/2024	12/8/2025	12/8/2024

This endorsement modifies insurance provided under the following:

#### **ENVIRONMENTAL COMBINED POLICY**

- I. SECTION III WHO IS AN INSURED is amended to include as an additional insured:
  - 1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
  - **2.** Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I** – **COVERAGE A** – **BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1** – **Contractors Pollution Legal Liability** and **Coverage D.4** – **Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I** - **COVERAGE B** – **PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- **c.** Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

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

This insurance does not apply to:

- **a. Bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **(2)** Supervisory, inspection, architectural or engineering activities.

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

- b. 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.
- III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V LIMITS OF INSURANCE:

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

- 1. Required by the contract or agreement described in Paragraph I.1.; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI**–**REPORTING**, **DEFENSE**, **SETTLEMENT & COOPERATION**:
  - 1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an occurrence or offense which may result in a claim or suit:
- b. We receive written notice of a claim or suit as soon as practicable; and
- **c.** A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.
- V. SECTION VII CONDITION 10. Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

## **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

- 1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

## ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A. D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2039143-12	12/8/2024	12/8/2025	12/8/2024

This endorsement modifies insurance provided under the following:

#### **ENVIRONMENTAL COMBINED POLICY**

- I. SECTION III WHO IS AN INSURED is amended to include as an additional insured:
  - 1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
  - 2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- **c.** Will not extend beyond that which is provided to you in this policy.
- II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

- **a. Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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

- 1. Required by the contract or agreement described in Paragraph I.1.; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI -

## REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional insured must see to it that:

- a. We are notified in writing as soon as practicable of an occurrence which may result in a claim or suit;
- b. We receive written notice of a claim or suit as soon as practicable; and
- **c.** A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.
- V. **SECTION VII CONDITION 10. Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

## **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

- 1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

## ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2039143-12	12/8/2024	12/8/2025	12/8/2024

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#### **ENVIRONMENTAL COMBINED POLICY**

- I. SECTION III WHO IS AN INSURED is amended to include as an additional insured:
  - 1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
  - **2.** Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- **c.** Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

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

This insurance does not apply to:

- **a. Bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

- b. 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.
- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V LIMITS**OF INSURANCE:

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

- 1. Required by the contract or agreement described in Paragraph I.1.; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:
  - 1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**:
- b. We receive written notice of a claim or suit as soon as practicable; and
- c. A request for defense and indemnity of the claim or suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the contract or agreement requires that this coverage be primary and noncontributory.
- V. SECTION VII CONDITION 10. Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

## **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

- 1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

# AMENDMENT OF CANCELLATION PROVISIONS ADVICE OF CANCELLATION TO OTHER PARTIES

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2039143-12	12/8/2024	12/8/2025	12/8/2024

This endorsement modifies insurance provided under the following:

## **ENVIRONMENTAL COMBINED POLICY**

- I. The following is added to **SECTION VII CONDITIONS**, **2. Cancellation**:
  - **c.** If we cancel this policy prior to the expiration date for any statutorily permitted reason other than nonpayment of the premium, we will provide Advice of Cancellation via e-mail to those Certificate Holders with whom you have agreed in writing in a contract or agreement to notify of cancellation of this policy. This Advice of Cancellation can only be provided once the following conditions have been satisfied:
    - (1) Following your receipt of a Notice of Cancellation by us, you provide to us, in the format we prescribe, the e-mail address of a contact for each Certificate Holder to be notified; and
    - (2) We are in receipt of this information prior to this policy's cancellation effective date.

Failure to furnish this information promptly, or providing incomplete or inaccurate information will relieve us of our obligations under this endorsement.

We will provide Advice of Cancellation via e-mail to each such Certificate Holder as soon as practicable following our receipt of such information.

Proof of our emailing the Advice of Cancellation, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

II. This Endorsement does not affect, in any way, coverage provided under this policy, or the cancellation of this policy or the effective date thereof, nor shall this Endorsement confer any rights to any person(s) or organization(s) not insured under this policy.

## STARR INDEMNITY & LIABILITY COMPANY

## A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 18

(Ed. 4-15)

#### AMENDMENT - 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

We agree to give thirty (30) days' notice of cancellation to the following certificate holder(s) in the event that we cancel the policy for any reason other than non-payment of premium:

#### SCHEDULE

Where required by Written Contract.

We will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities for which thirty (30) days' notice of cancellation is required by an "insured contract" but only with respect to an entity for which you are directly or indirectly performing your work.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will such failure result in obligation or liability of any kind upon us, our agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

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

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

Endorsement Effective: 12/08/2024 Policy No.: 100 0005190 Endorsement No.: 002

Insured: Duke's Root Control, Inc.

Insurance Company: STARR INDEMNITY & LIABILITY CO

Countersigned by:

**WC 99 06 18** (Ed. 4-15)

Stere Bloken