



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Maintenance
July 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract based on a single material quantity bid with Uretek USA, Inc., Vendor # 222417, of Tomball, TX in an amount up to \$70,000.00 for Soil Stabilization and Sealing effective upon Governor and Council approval through November 30, 2022. 81.25% Federal Funds, 2.75% Other Funds and 16.00% Highway Funds.

Funding is available in State Fiscal Year 2022 as follows:

04-96-96-960515-3008	<u>FY 2022</u>
Bridge Maintenance	
020-500241 Highway Materials	\$20,000.00
04-96-96-962015-3036	
SPR Research Funds	
046-500464 General Consultants Non-Benefit	\$50,000.00

EXPLANATION

This contract is to be used to stabilize the soil above two bridges in Thornton, NH, to strengthen soil subgrade under concrete pavement at a location on NH 3A in Franklin, NH, and soil stabilization efforts in other locations if needed. The bridges in Thornton that carry I-93 over Hubbard Brook (Thornton 152/073 and 153/074) have construction joints that allow water and salts to leach through the top slabs, leading to deterioration and eventual problems under the roadway. In order to repair the deteriorated concrete, expansive polymer foam will be injected at the top slab of these bridges, stabilizing the soil and sealing off future water infiltration. The procedure is not new and has been used in neighboring states. The foam injection will allow the deteriorated concrete to be removed fully while maintaining the earth fill over the structures. This specialized work will allow NHDOT Bridge Maintenance forces to implement repairs that will keep the bridges from being downgraded to the Department's Red List.

The proposed work in Franklin intends to use polymer to fill the void spaces under concrete slabs along a 100' section of NH 3A about 200' south of Water Street. Expectations are similar to the benefits of cement-stabilization of soils, but without the need for total roadway reconstruction.

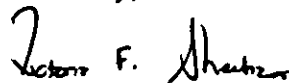
Work at other locations that can benefit from this material may be performed with the total for all work performed under this contract limited to \$70,000.00.

The Department advertised the work on the Department of Administrative web page and sent bid information to one contractor. One sealed bid was opened on July 2, 2021. The Bid was evaluated on price and qualifications. Uretek USA, Inc. has the qualifications and experience to complete the proposed work.

The contract has been approved by the Attorney General as to form and execution and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

Attachments

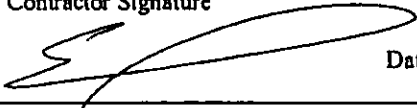
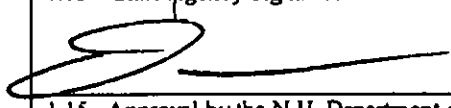
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation Bureau of Bridge Maintenance		1.2 State Agency Address 7 Hazen Drive, PO Box 483 Concord, NH 03302	
1.3 Contractor Name <i>URETEK USA, Inc.</i>		1.4 Contractor Address <i>13900 HUMBLE RD. TOMBALL, TX 77375</i>	
1.5 Contractor Phone Number <i>281-351-7800</i>	1.6 Account Number	1.7 Completion Date November 30, 2022	1.8 Price Limitation \$70,000.00
1.9 Contracting Officer for State Agency Steve W. Johnson		1.10 State Agency Telephone Number 603-271-3667	
1.11 Contractor Signature  Date: <i>7/4/2021</i>		1.12 Name and Title of Contractor Signatory <i>EDWARD HIBBARD, JVP</i>	
1.13 State Agency Signature  Date: <i>7/19/2021</i>		1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Emily C. Barry</i> On: <i>8/16/2021</i>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.


7/4/24

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

[Signature]
7/14/01

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.


7/4/21

EXHIBIT "A" – SPECIAL PROVISIONS

1. Any failure of the contractor to meet the requirements of this contract shall constitute an event of default and provide justification for the contracting agency to immediately terminate the contract.
2. Bidders need to have senior employees with a minimum 3 years relevant related work experience injecting volume expanding polymers to stabilize roadways and show at least three awarded contracts for state DOT contracts in the last three years.
3. This contract requires performing duties in potentially adverse working environments, which may include exposure to all types of weather and next to high speed traffic.
4. All work shall be conducted so as to interfere as little as possible with the Department of Transportation business and to limit inconvenience to the traveling public. Work that will occur outside of normal Department working hours 7:00 am to 3:30 pm on non-weekend, non-holiday dates unless be approved by the Department prior to work starting.
5. The Department operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The contractor shall conduct their work in a manner consistent with this policy.
6. The contractor shall conduct his work activities in a safe manner so as to protect Department's personnel as well as the public.
7. This form contract (Form P-37, attached), shall be completed by incorporating the service requirements and price conditions established by the contractor's proposal and shall be promptly executed by the successful bidder and the State of New Hampshire following notification of award. This contract form shall be part of all proposals and may not be omitted, waived, or modified.
8. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to

Exhibit A 1 of 2

Contractor's Initials 

Date 7/9/21

this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

- 1) The services required to be performed under the terms of this Agreement as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services

Exhibit A 2 of 2

Contractor's Initials

Date


7/19/21

EXHIBIT "B" – SCOPE OF SERVICES**GENERAL DESCRIPTION**

The proposed work includes providing all labor, materials, equipment and transportation necessary to inject expanding polymer to stabilize and seal soils at the following locations:

1. I-93 NB and SB over Hubbard Brook in Thornton, NH (bridges Thornton 152/073 and Thornton 153/074) at mile marker 93.2. The work will include overhead injection at joint locations shown to stabilize soils above the existing concrete box culvert to facilitate overhead concrete repairs (see Exhibit B 3 of 3). Injection holes shall be sufficiently spaced to assure that soils can bridge above the culvert during concrete repairs.
2. NH 3A in Franklin, NH (GPS Coordinates 43.460586, -71.660695). The work shall consist of injection to provide soil densification to strengthen base and subbase materials under concrete pavement. Pavement profiles will be taken every 10 feet in a longitudinal direction on the edges and center of the work area. Profile spots will be taken before and after injections, monitored during injection, and documented for review.

Dynamic Cone Penetrometer (DCP) tests will be performed at locations determined by the Contractor to confirm existing subgrade and/or foundation soil conditions and confirm required injection levels. Holes will be drilled vertically to a depth sufficient to penetrate below the pavement and into the subgrade to allow injection. The holes shall be sufficiently spaced to fill voids and realign the pavement.

The material to be used in the execution of the work will;

- 1) Be a 1:1 mix by volume, two-part, water blown HDPPF.
- 2) Pass the NYSDOT Panel Test for hydro-insensitivity
- 3) Consist of a High-density polyurethane that shall reach 90% compressive strength within 30 minutes of injection.
- 4) Be Uretek 486 STAR or approved equal.

The contractor will have visited the sites selected by the NHDOT at least 14 days prior to starting work and provide the NHDOT with a plan detailing

- 1) Names and work experience of personnel that will be conducting the work.
- 2) Detail of proposed hole diameter and spacing, injection depth, drilling methods, injection sequence
- 3) Details of proposed methods of controlling line and grade of roadway pavement
- 4) Certificates for the flow meters with will be used on the pumping units to precisely measure the amount of each component injected.
- 5) Methods of controlling and disposing of waste
- 6) Details on closing/sealing of injection holes, curing of polymer and open to traffic times.

The NHDOT will

- 1) Provide all traffic control at the both sites for both pre work visits and working hours. The NHDOT will work with the contractor to change the traffic control as required on the site to make the most effective use of approved work hours.
- 2) The NHDOT will have final say on matters concerning traffic control in the work zone.

[Signature]
7/4/21

POLYMER SOIL STABILIZATION AND SEALING

- 3) Provide acknowledgment of receipt of the contractor's plan and written approval for proposed work dates.
- 4) Provide staging in buried structures to facilitate injection

The contractor shall obtain any materials or equipment required and furnish qualified workers to execute said approved work in a complete and professional like manner, observing any and all rules. The contractor is responsible for compliance with the Federal Construction Safety Standards that apply to all employer's subject to the regulations promulgated by OSHA.



3/9/21

EXHIBIT "C" – COMPENSATION

COMPENSATION

In full compensation for the work performed under this agreement, the contractor shall be reimbursed as follows:

1. The first 1000 pounds, or portion thereof at each site, of high density polyurethane foam shall be reimbursed at a fixed price.
2. For each pound of high density polyurethane above 1000 pounds at each site shall be reimbursed at a unit price per pound. Measurement will be by the certified flow meters on feeds for each chemical component and totaled for total pounds of material,
3. For one mobilization to complete both the bridge work outlined in Exhibit B in Thornton, NH and to complete roadway work outlined in Exhibit B in Franklin, NH. New Hampshire DOT will have both sites available so they can be worked on consecutively by the Contractor.
4. For each NHDOT approved dynamic cone penetration (DCP) test beyond five will be reimbursed as shown on Exhibit C page 2 of 2.
5. Additional locations, if agreed by both parties, may be added using the reimbursement above in combination with a separate site mobilization charge as shown on Exhibit C page 2 of 2.
6. No additional compensation will be due the contractor for pre-work site visits, developing a work plan or for labor and equipment to execute the work.
7. Each bridge and each contiguous roadway section shall be defined as a site.

TIME AND METHOD OF PAYMENT

Payment will be made within thirty (30) days from the date of receipt of invoice. Invoices shall be rendered as work is completed, or monthly.

The maximum contract amount is \$70,000.00. Exact contract amount cannot be determined but will be based on the actual contract usage.

Exhibit C 1 of 2

Contractor's Initials
Date


7/1/24

UNIT RATE SHEET

Price of HDPE material installed for the first 1000 lbs \$8,500.00

Price of HDPE material installed over first 1000 lbs \$8.50 per lb x 2,000#* = \$17,000.00

Mobilization for Thornton and Franklin \$5,000 per mobilization x 1 = \$5000.00

Bid Evaluation Total \$30,500.00

Additional DCP Tests \$400.00 per test beyond five

Mobilization at additional sites \$2,500.00 per site

*(*quantities are estimated for bid basis only, actual quantities will be invoiced)*

END EXHIBIT C

Exhibit C 2 of 2

Contractor's Initials SL

Date 7/9/01

State of New Hampshire

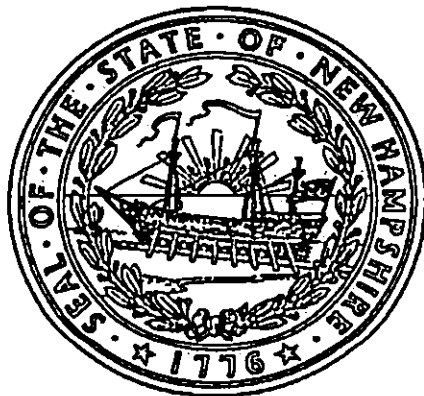
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that URETEK USA, INC. is a Iowa Profit Corporation registered to transact business in New Hampshire on August 17, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 618123

Certificate Number: 0005404975



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of July A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Amy B. Hyde, hereby certify that I am duly elected Clerk/Secretary of
(Name)

URETEK USA, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July
(Month)

30, 20 18 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Edward Hibbard (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of URETEK USA, Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 07/09/2021

ATTEST:

Amy B. Hyde
(Name and Title)
Amy B. Hyde, Secretary

URETEK USA, INC.
An Iowa Corporation

MINUTES OF THE EXECUTIVE COMMITTEE MEETING
July 30, 2018

COPY

The meeting of the Executive Committee of URETEK USA, Inc., an Iowa corporation, was called by the Chief Executive Officer (CEO) and Chairman, Brent J. Barron, and held at 11:30 a.m., on the day above-written, at the corporate offices at 13900 Humble Road, Tomball, Texas 77375.

The following directors and Executive Committee members were present:

Brent J. Barron
Michael R. Vinton
Adrian C. Hyde.

Brent J. Barron presided over the meeting, stated that a quorum of the Executive Committee was present, and noted that pursuant to Article 3, Section 15 of the Bylaws of the corporation, the Executive Committee is "authorized to exercise all the authority of the board of directors in the business affairs of the corporation" and is empowered to approve corporate resolutions with the same force and effect as a duly called and held meeting of the board of directors. After discussion, and upon motion duly made, seconded, and unanimously carried, the following resolution was adopted:

RESOLUTION AUTHORIZING A CERTAIN OFFICER TO EXECUTE
CONTRACTS WITH FEDERAL, STATE, & MUNICIPAL GOVERNMENTS,
OR SUBDIVISIONS, AND WITH NON-GOVERNMENTAL CORPORATIONS,
LLCs, PARTNERSHIPS, AND INDIVIDUALS THEREOF

WHEREAS this corporation, to wit, URETEK USA, INC., for more than 25 years has been, and now is, contracting to provide its services to various federal, state, and municipal governments, as well as subdivisions, and with non-governmental corporations, LLCs, partnerships, and individuals thereof, and it is therefore expedient, necessary, and convenient that a certain named officer of this corporation have authority to negotiate and execute contracts for and on behalf of this corporation with any and all of said governments or subdivisions thereof,

NOW THEREFORE BE IT RESOLVED that the following officer of URETEK USA, INC. is hereby appointed for the ensuing term, to wit,

EDWARD HIBBARD Vice President of Sales & Marketing

and is hereby authorized to represent this corporation in transactions with any and all governments in the United States of America, including, but not limited to, federal, state, county, municipal governments or any subdivisions, and with non-governmental corporations, LLCs, partnerships, and individuals thereof, and


RESOLVED FURTHER that said authority of the above-mentioned contract officer includes continuing authority to negotiate and execute contracts, or modifications of existing contracts, between URETEK USA, INC. and any one or more of said governments or any subdivisions, or non-governmental business entities thereof.

There being no further business, the meeting was adjourned.

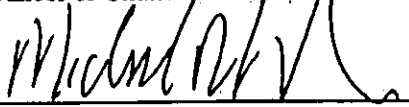
Respectfully submitted,



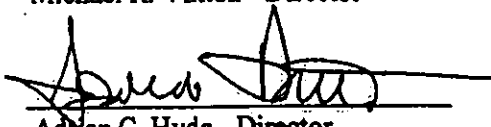
Amy B. Hyde, Corporate Secretary

Attest: 

Brent J. Barron, Chief Executive
Officer & Chairman - Director



Michael R. Vinton - Director



Adrian C. Hyde - Director

Soil Stabilization and Sealing
NHDOT Bureau of Bridge Maintenance
Bid Opening 7/02/2021

Contract is for specified work at Thornton 152/073 and 153/074, NH 3A in Franklin, and other locations at \$70,000 maximum

Categories				Bidders								
				Bidder 1 - Uretex USA, INC			Bidder 2			Bidder 3		
Price - Based on quantities page C 2 of 2 (60 points Maximum)												
	Quantity, LB.	Bid	Total	Quantity, LB.	Bid	Total	Quantity, LB.	Bid	Total			
First 1,000 Pounds of polymer	1	\$8,500/LS	\$8,500.00	1,000		\$0	1,000	\$0	\$0			
Polymer over first 1,000 pounds	2,000	\$8.50/LB	\$17,000.00	2,000		\$0	2,000	\$0	\$0			
Mobilization - 2 sites (Thornton/franklin)	1	\$5,000/LS	\$5,000.00	1		\$0	1	\$0	\$0			
Additional DCP Test	0	\$400/Each	\$0.00	0		\$0	0	\$0	\$0			
Mobilization - Additional Sites	0	\$2,500/Ea	\$0.00	0		\$0	0	\$0	\$0			
Total			\$30,500.00			\$0.00		\$0.00	\$0.00			
Total Points 60 pts max)			60.0									
Qualifications - Based on requirements Exhibit A response page P 2 of 2 (40 points maximum)												
			(Average Values - 2 Reviewers)	(Autofilled)								
Experience: Two Employees 3 years exp.			10.0			0.0			0			
Experience : Three DOT contracts last three years			11.0			0.0			0			
Material specifications			15.0			0.0			0			
Total Points			36.0			0.0			0			
Overall Score (100 Points maximum)												
Price+Qualifications			96.0			0.0			0.0			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2021

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

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

PRODUCER IBTX Risk Services 32335 US Highway 281 N Suite 1201 Bulverde TX 78163	CONTACT NAME: Elvia Salazar PHONE (A/C, No. Ext): 214-989-7100 FAX (A/C, No.): 210-698-8414 E-MAIL ADDRESS: service@ib-tx.com												
INSURED Uretek USA, Inc. 13900 Humble Road Tomball TX 77375	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Zurich American Insurance Company</td><td>NAIC # 16535</td></tr><tr><td>INSURER B: RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER C: Allied World Surplus Lines Insurance Company</td><td>24319</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Zurich American Insurance Company	NAIC # 16535	INSURER B: RSUI Indemnity Company	22314	INSURER C: Allied World Surplus Lines Insurance Company	24319	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Allied World Surplus Lines Insurance Company	24319												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: 1561193390

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 SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO 0187947-05	7/1/2021	7/1/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Per occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Per occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMPROP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																			
DAMAGE TO RENTED PREMISES (Per occurrence)	\$1,000,000																			
MED EXP (Any one person)	\$10,000																			
PERSONAL & ADV INJURY	\$1,000,000																			
GENERAL AGGREGATE	\$2,000,000																			
PRODUCTS - COMPROP AGG	\$2,000,000																			
	\$																			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 0187948-05	7/1/2021	7/1/2022	<table><tr><td>COMBINED SINGLE LIMIT (Per accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Per accident)	\$1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NHA094443	7/1/2021	7/1/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>2nd Lyr XS Occ/ACC</td><td>\$5,000,000</td></tr></table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000	2nd Lyr XS Occ/ACC	\$5,000,000								
EACH OCCURRENCE	\$5,000,000																			
AGGREGATE	\$5,000,000																			
2nd Lyr XS Occ/ACC	\$5,000,000																			
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 0187946-05	7/1/2021	7/1/2022	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT	\$1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$1,000,000																			
C	<input type="checkbox"/> Pollution Liability <input type="checkbox"/> Professional Liability		0310-1771	7/1/2021	7/1/2022	<table><tr><td>Per Occurrence/Agg</td><td>2,000,000</td></tr><tr><td>Per Occ/Aggregate Retention</td><td>2,000,000</td></tr><tr><td></td><td>25,000</td></tr></table>	Per Occurrence/Agg	2,000,000	Per Occ/Aggregate Retention	2,000,000		25,000								
Per Occurrence/Agg	2,000,000																			
Per Occ/Aggregate Retention	2,000,000																			
	25,000																			

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

The General Liability and Auto policies include blanket additional insured endorsements (endorsements U-GL-2162-A CW 02/19, UGL1345BCW 4/13 with Ongoing/Completed Ops Included, CG2007 04/13, UUMANB & UCA424FCW 04/14) as required in a written contract with the named insured. The General Liability, Auto & Work Comp policies include a blanket waiver of subrogation endorsement ((UGL1345BCW 4/13, UCA424FCW 4/14, EXL6092 08/13, UUMANB, WC000313 4/84, & WC420304B 6/14) as required in a written contract with the named insured. Primary Noncontributory wording per attached endorsements ((UGL1345BCW 4/13, UCA424FCW 4/14, UUMANB, RSG30111 10/13 & EXL3038 08/17)). Cancellation provisions-see attached ((UGL1345BCW 01/19, UCA832ACW 1/13, WC990643 1/13 & RSG94118 02/14)). Excess is follow form of the General Liability, Auto and Work Compensation, Employers Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
Department of Transportation
Bridge Maintenance Principle Engineer
P. O. Box 483
Concord NH 033302

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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ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0187947-05

Effective Date: 7/1/21

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., Insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., Insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., Insurance afforded to such additional 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 written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional 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.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2: **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) 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 written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance Condition under Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance:**

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Insured: Urettek USA, Inc.



General Liability Supplemental Coverage Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0187947-05	7/1/21	7/21 22		10838000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- Is newly acquired or formed during the policy period;
- Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or 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 business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

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

- a. Required by the written contract or written agreement referenced in Subparagraph D.1. above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph E. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – Limits Of Insurance:

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

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E, shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – Who Is An Insured is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

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

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

G. Damage to Premises Rented or Occupied by You

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

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the Definitions Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the Definitions Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandallism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to Supplementary Payments – Coverages A and B:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion J. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

- a. The following is added to Exclusion J. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion J. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the Definitions Section is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the Definitions Section are replaced by the following:

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

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the Definitions Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

R. Definition – Mobile Equipment

Definition 12. in Section V – Definitions is replaced by the following:

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is license or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the Definitions Section are replaced by the following:

"Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:
 - (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section III – Limits Of Insurance:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – Commercial General Liability Conditions are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that

other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or

- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

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 exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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 services by or for you.

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.

Endorsement No: 6
This endorsement, effective: July 1, 2019
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)
forms a part of Policy No: 0310-1771
Issued to: Uretek USA, Inc.
by: Allied World Assurance Company (U.S.) Inc.

AMENDATORY ENDORSEMENT

It is hereby agreed that the following changes are made to the policy:

1. Solely with respect to insurance afforded under **SECTION I – INSURING AGREEMENTS, 2. Contractors Pollution Liability, a. Contractors Operations Pollution Liability**, the first paragraph of **SECTION II – DEFENSE AND SETTLEMENT** is deleted in its entirety and replaced with the following:

We will have the right and duty to defend any claim made against any insured seeking sums payable under this policy. We shall undertake and manage the defense of such claim even if such claim is groundless, false or fraudulent. Claim expense reduces the Limits of Liability and is included within the applicable Retentions stated in the Declarations. However, once the applicable Retention amount has been satisfied by payment by the named insured, claim expense will not begin to reduce the applicable Limits of Liability shown in Item 3., Item 4.(2) and 4.(2.a.) of the Declarations until we incur, on behalf of one or more insureds, claim expense in the total amount of \$1,000,000 (hereafter "Specified Claim Expense Partially Outside of Limits of Liability"). Once we incur such amount, claim expense applies to and reduces the applicable Limits of Liability shown in Item 3., Item 4.(2) and Item 4.(2.a.) of the Declarations. Our duty to defend ends once the Limits of Liability are exhausted or tendered into a court of applicable jurisdiction or once the Insured refuses a settlement offer as provided in the paragraph below.

In the event that:

- (i) the Policy Aggregate Limit of Liability shown in Item 3. of the Declarations is exhausted by payment of professional damages, mitigation expense, damages, clean-up costs, emergency clean-up costs or any other amounts for which insurance is afforded under this policy, and
- (ii) the amount of Specified Claim Expense Partially Outside of Limits of Liability at the time of such exhaustion is greater than zero dollars (\$0.00),

then the amount of Specified Claim Expense Partially Outside of Limits of Liability is amended to be zero dollars (\$0.00) and deemed exhausted.

2. Solely with regard to the use of the defined term damages as it appears in **SECTION IV – LIMITS OF LIABILITY AND RETENTION**, the term damages does not include any Specified Claim Expense Partially Outside of Limits of Liability that we may incur in accordance with paragraph 1. of this endorsement with respect to insurance afforded under **SECTION I – INSURING AGREEMENTS, 2. Contractors Pollution Liability, a. Contractors Operations Pollution Liability**.

3. The third paragraph of **SECTION II – DEFENSE AND SETTLEMENT**, is deleted in its entirety and replaced with the following:

We have the right to investigate, conduct negotiations concerning, and with the Insured's written consent, such consent not to be unreasonably withheld, settle, any claim or damages as we deem expedient. If the Insured refuses to consent to the settlement or compromise recommended by us in writing and acceptable to the claimant and elect to further contest such claim, our liability for such claim shall not exceed the amount for which such claim could have been settled, including claim expense incurred, up to the date of such refusal, plus fifty (50) percent of such damages, professional damages, clean-up costs or other coverage afforded under this policy in excess of the settlement amount recommended. It is a condition of this insurance that the remaining fifty (50) percent of such damages, professional damages, clean-up costs or other coverage afforded under this policy excess of the settlement amount shall be borne by the insured at your own risk, and are uninsured. It is a condition that our Limits of Liability under this policy with respect to such claim will be reduced by the amount for which the claim could have been settled, including all claim expenses incurred up to the time we made our recommendation to the Insured, plus any additional amount that we pay in accordance with the provisions of this paragraph. Notwithstanding the foregoing, this paragraph shall not apply until the settlement amount exceeds the applicable Retention stated in the Declarations or applicable endorsement.

4. **SECTION III – EXCLUSIONS, 1. Contractual Liability**, is deleted in its entirety and replaced with the following:

1. Contractual Liability

Arising from the insured's:

- a. Assumption of other's liability in a contract or agreement; or
- b. Breach of contract or agreement.

This exclusion does not apply to liability: (1) That the insured would have in the absence of the contract or agreement; (2) as respects 1.b. above, for actual or alleged act, error or omission in professional services; or (3) Solely with regard to **SECTION I - INSURING AGREEMENTS, 2.a. Contractors Operations Pollution Liability**, liability assumed by the named insured in a contract or agreement that is an insured contract, provided the bodily injury, property damage, environmental damage or emergency clean-up costs occurs subsequent to the execution of the contract or agreement.

5. **SECTION III – EXCLUSIONS, 3. Damage to Property**, is deleted in its entirety and replaced with the following:

3. Damage to Property

For the loss of use of, physical injury to, or destruction of:

- a. Real property owned by the named insured or rented, leased or loaned to the named insured; or
- b. Personal Property in the care, custody control of the named insured used to perform your work.

This exclusion does not apply to: (1) real or personal property owned or leased by or in the care, custody or control of the client; or (2) environmental damage to your Insured location.

6. **SECTION III – EXCLUSIONS, 6. Divested Location**, is deleted in its entirety and replaced with the following:

6. Divested Location

Based upon or arising out of a pollution incident on, at or migrating from your Insured location that first commences after your Insured location has been divested, sold, abandoned, given away, taken by eminent domain or condemned.

7. **SECTION III – EXCLUSIONS, 7. Electronic Services**, is deleted in its entirety and replaced with the following:

7. Electronic Services

Arising from any failure to prevent unauthorized access to or use of an electronic system or program, unless such unauthorized access arises out of an act, error or omission in the rendering of or failure to render professional services by you.

This exclusion does not apply to damages arising out of a pollution incident.

8. **SECTION III – EXCLUSIONS, 9. Faulty Work/Own Work**, is deleted in its entirety and replaced with the following:

9. Faulty Work/Own Work

Solely with regard to Coverage 2.a., Contractors Operations Pollution Liability, the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly or manufacturing process performed or provided by the named Insured or anyone for whom any Insured is legally responsible or any organization or affiliate that controls, manages or holds more than a twenty-five percent (25%) ownership interest in an Insured, including materials, parts or equipment furnished in connection therewith, including any workmanship which is not in accordance with the drawings and specifications with respect to any construction, erection, fabrication, installation, assembly or manufacturing process.

This exclusion does not apply to work performed by a sub-contractor that is not an affiliate of an Insured.

9. **SECTION III – EXCLUSIONS, 17. Related Entities**, is deleted in its entirety and replaced with the following:

17. Related Entities

Based upon or arising out of a claim by: (a) an entity or individual that is an affiliate of an Insured; (b) an entity or individual the Insured controls, manages, operates or holds more than twenty-five percent (25%) ownership interest in; (c) an entity or individual that manages, operates or holds more than a twenty-five percent (25%) ownership interest in an Insured; or (d) an entity that is controlled or managed by an Insured.

For the purpose of this exclusion only, the term insured does not include a person or organization that qualifies as such solely on the basis of SECTION VI – DEFINITIONS, 15.d. and on no other basis.

10. SECTION V – CONDITIONS, 2. Subrogation, is deleted in its entirety and replaced with the following

2. Subrogation

In the event of any payment under this policy, we will be subrogated to all the insured's rights of recovery thereof and the insured will execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The insured will do nothing to waive or prejudice such rights. Any amounts recovered in excess of our total payment will be paid to the insured, less the cost to us of recovery. However, it is agreed that we waive our rights of subrogation under this policy against clients of the named insured and any other person or organization that the named insured has agreed to waive such rights to the extent required by a written contract between the client and the named insured, but only:

- a. To the extent required by such contract; and
- b. When such written contract has been executed prior to any event, services, your work or professional services that would give rise to coverage under this policy.

11. SECTION V – CONDITIONS, 5. Cancellation, is deleted in its entirety and replaced with the following:

5. Cancellation

- a. This policy may only be cancelled by us for any of the following reasons:

- (1) Non-payment of any premium or Retention amount; or
- (2) A material misrepresentation or concealment of facts which affects the Company's assessment of the risks insured by this policy; or
- (3) A material breach of or failure to comply with any provision of, or obligation under this policy.

If this policy is cancelled by us, notice of cancellation will be sent in writing to the named insured, at the address indicated on the Declarations. We will provide such written notice at least ninety (90) days or ten (10) days for non-payment of premium prior to the date such cancellation is to take effect.

The effective date and hour of cancellation will be stated in such notice. Cancellation by us also cancels the Automatic Extended Reporting Period and Extended Reporting Period. Both the policy period and the Automatic Extended Reporting Period and Extended Reporting Period will end on that date.

If we cancel for reasons stated in subparagraph (1), the earned premium will be computed short-rate of the unearned policy term premium.

If we cancel for reasons stated in subparagraphs (2) or (3), the earned premium

will be computed pro-rata of the policy term premium. Payment of any return premium will not be a condition of cancellation.

- b. This policy may be cancelled by the named Insured for any reason. In the event that the named Insured cancels the policy, the earned premium will be short-rate of the unearned policy term premium.
- c. In the event the policy has a minimum earned premium, the premium returnable after the minimum earned is retained by us will be computed utilizing the customary short rate or pro-rate tables, whichever is applicable. If the minimum earned is one hundred percent (100%), you are not entitled to any return premium regardless of the reason for cancellation. Payment by the company of insurance under this policy would result in 100% minimum earned.
- d. In the event of cancellation by us by reason of sub-section a.(3) above, you will have sixty (60) days from the date of notice of cancellation to remedy each breach and each failure that is a ground for cancellation, but only as to each and every breach and failure that are capable of being remedied. If your remedial efforts are completed within such sixty (60) day period and are satisfactory to us, the Company will rescind such Notice of Cancellation with a written confirmation.

12. SECTION VI – DEFINITIONS, 4. Client, is deleted in its entirety and replaced with the following:

- 4. **Client** means the individual or entity who hires or engages the named Insured to perform services.

13. SECTION VI – DEFINITIONS, 16. Insured contract, is deleted in its entirety and replaced with the following:

- 16. **Insured contract** means that part of any written contract or written agreement under which the named Insured assumes the tort liability of another party to pay damages for **bodily injury, property damage or environmental damage** to a third person or organization, provided that such written contract or written agreement is signed by the named insured prior to the **bodily injury, property damage or environmental damage**. **Tort liability** means a liability that would be imposed by law in the absence of any contract or agreement.

14. SECTION VI – DEFINITIONS, 29. Pollutants, is deleted in its entirety and replaced with the following:

- 29. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including: smoke, vapors, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons; low level radioactive waste and material; microbial matter; legionella pneumophila; medical, infectious and pathological waste; waste materials; electromagnetic fields; and silt and sediment.

15. SECTION VI – DEFINITIONS, 34. Responsible manager, is deleted in its entirety and replaced with the following:

- 34. **Responsible manager** means any of your officers, directors, partners or managers, your manager or supervisor responsible for health and safety or

environmental affairs, control or compliance or any other management employee authorized by you to give or receive notice of an occurrence or claim

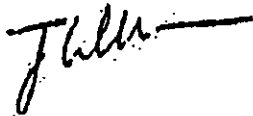
16. **SECTION VI – DEFINITIONS, 40. Your work**, is deleted in its entirety and replaced with the following:

40. **Your work means:**

- a. Contracting services, work or operations as stated in the application or by endorsement performed by the named insured or on behalf of the named insured or by others for whom the named insured is legally responsible at a project site;
- b. All contracting services, work or operations performed by the named insured or on behalf of the named insured or by others for whom the named insured is legally responsible; and
- c. Goods, materials, products or equipment furnished in connection with such services, work or operations described in paragraph a. or b. above, other than your product.

Notwithstanding anything to the contrary in this policy, your work does not include professional services otherwise covered by this policy pursuant to **SECTION I – INSURING AGREEMENTS, 1. Professional Liability.**

All other terms and conditions of this policy remain unchanged.



By:

Joseph Cellura

Title:

President, North American Casualty Division

Date:

July 11, 2019

Insured: Uretak USA, INC.

POLICY NUMBER: GLO 0187947-05

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Insured: Uretek USA

Policy EXC30001800401

WAIVER OF SUBROGATION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

We agree to waive our right of subrogation against any person or organization to whom or to which you are obligated, prior to any loss, by an "insured contract" to provide such a waiver, but only with respect to "your work", "your product" or facilities owned or used by you.

This endorsement does not change any other provision of the policy.

This Endorsement Changes The Policy. Please Read It Carefully.

NONCONTRIBUTORY – AMENDED OTHER INSURANCE

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

SECTION IV – CONDITIONS, 3., Other Insurance is replaced by:

3. This Insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis.

However, this provision will not apply if:

1. the other insurance is written specifically to be excess over this insurance; or
2. you have agreed in a written contract or agreement that the relevant policies shown in the Schedule of Underlying Insurance and subsequently this policy will apply before any other valid and collectible insurance and would not seek contribution from any other insurance available to the additional insured.

This endorsement effective 7/1/21
forms part of Policy Number NHA094443
issued to Uretek USA Inc.
by

insured: uretek USA

Policy # EXC30001800401

PRIMARY NON-CONTRIBUTORY OTHER INSURANCE ENDORSEMENT

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

The Other Insurance Condition is deleted and replaced by the following:

This Policy shall be primary to and non-contributory with any other insurance available to the Insured, other than any Underlying Policy/ies, with respect to a loss covered under this Policy.

This endorsement does not change any other provision of the policy.



policy.

8. Service of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World Assurance Company (U.S.) Inc., 199 Water Street, 24th Floor, New York, NY 10038 or his or her representative, and that in any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as its true and lawful agent upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

9. Severability

If any material provision or clause of this policy is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of this policy in full force and effect.

Except with respect to the Limits of Liability and the retention amounts, Exclusion 11. Insured versus Insured, and any rights or duties specifically assigned in this policy to the named Insured, this insurance applies: (i) as if each named Insured were the only named Insured; and (ii) separately to each Insured against whom a claim is made.

Any misrepresentation, act or omission that is in violation of a term, duty or condition under this policy by one Insured shall not prejudice another Insured under this policy. This condition shall not apply to an Insured who is a parent, subsidiary or affiliate of the Insured which committed the misrepresentation, act or omission referenced above

10. Sole Agent

If there is more than one Insured named in this policy, the first named Insured shall act on behalf of all insureds for all purposes, including but not limited to the payment or return of premium, payment of any applicable Retention, receipt and acceptance of any endorsement issued to form a part of this policy, complying with all applicable claims provisions, giving and receiving notice of cancellation or nonrenewal, reimbursement to us of any Retention advanced and the exercise of the rights provided in the Extended Reporting Period or Subrogation provisions of this policy.

11. Other Insurance

If there is other valid and collectible insurance, our obligations are as follows:

- a. With regard to Coverage 1 – Professional Liability, as set forth in SECTION I - Insuring Agreements, this insurance is excess over any other valid and collectible insurance, whether such



other Insurance is stated to be primary, contributory, excess, contingent or otherwise;

- b. This Insurance is excess over any other valid and collectible insurance under a project specific insurance policy, contractor controlled insurance program, owner controlled insurance program, consolidated (wrap-up) Insurance program or any other similar Insurance or program, whether such other Insurance or program is stated to be primary, contributory, excess, contingent or otherwise.
- c. Where other valid and collectible Insurance is available and is also primary, our obligation to the Insured is as follows:
 - (1) If other primary insurance permits contribution by equal shares, we will also follow this method. Under this method, each insurer contributes equal amounts until it has paid the applicable Limit of Liability or none of the loss remains, whichever comes first; or
 - (2) If any other insurance does not permit contribution by equal shares, we will contribute pro-rata by limits. Under this method, each Insurer's share is based on the ratio of its applicable Limit of Liability to the total applicable Limit of Liability of all primary Insurers.
- d. With regard to restoration costs, this insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

12. Multiple Claims

Two or more claims arising out of a single act, error, omission, incident or pollution incident, or arising out of a series of acts, errors, omissions or incidents related to each other, will be considered a single claim subject to the respective single Each Loss Limit of Liability and one Retention, and will not operate to increase our Limits of Liability. All such claims, whenever made, will be considered first made during the policy period of the earliest claim was first made.

13. Notice of Possible Claim

- a. If during the policy period, the Insured becomes aware of an act, error or omission in professional services or pollution incident which may be expected to give rise to a claim (hereafter referred to as a "possible claim") under the policy, the Insured must provide written notice to us during the policy period containing all the information listed under paragraph b. below. Any possible claim that subsequently becomes a claim shall be deemed to have been first made and reported during the policy period of this policy. Such claim shall be subject to the terms, conditions and limits of coverage of the policy under which the possible claim was reported.
- b. It is a condition precedent to the rights afforded the Insured under this Condition 13. and any possible coverage afforded by this policy that such written notice under paragraph a. directly above contain all of the following information:
 - (1) The circumstances and date of the actual or alleged errors or omissions in professional services and the specific nature, date and extent of any injury or professional damages which are the subject of the possible claim;
 - (2) The date and details of the pollution incident and related services or work that may have caused such condition;
 - (3) Copies of any contract executed by the Insured that is related to such possible claim;



(4) The circumstances by which the insured first became aware of the possible claim.

14. **Extended Reporting Period for Contractor Professional Liability Insuring Agreement (Insuring Agreement 1.a.)**

The named insured shall be entitled to an Automatic Extended Reporting Period, and (with certain exceptions as described in Paragraph b. of this section) be entitled to purchase an Optional Extended Reporting Period for SECTION I - INSURING AGREEMENTS, 1. Professional Liability, upon termination of coverage as defined in paragraph b.(3) of this section. Neither the Automatic nor the Optional Extended Reporting Period shall reinstate or increase any of the limits of liability of this policy.

a. **Automatic Extended Reporting Period**

Provided that the named Insured has not purchased any other insurance to replace this insurance and the claim is otherwise covered hereunder, the named insured shall have the right to the following: a period of ninety (90) days following the effective date of such termination of coverage in which to provide written notice to the Company of claims first made and reported within the Automatic Extended Reporting Period. A claim first made and reported within the Automatic Extended Reporting Period will be deemed to have been made on the last day of the policy period, provided that the claim arises from an actual or alleged act, error or omission in the performance of your professional services rendered on or after the professional liability retroactive date and prior to the end of the policy period and is otherwise covered by this policy. No part of the Automatic Extended Reporting Period shall apply if the Optional Extended Reporting Period is purchased.

b. **Optional Extended Reporting Period**

The named Insured shall be entitled to purchase an Optional Extended Reporting Period upon termination of coverage as defined herein (except in the event of nonpayment of premium), as follows:

- (1) A claim first made and reported within the Optional Extended Reporting Period, if purchased in accordance with the provisions contained in paragraph (2) below, will be deemed to have been made on the last day of the policy period, provided that the claim arises from an actual or alleged act, error or omission in the performance of your professional services rendered on or after the professional liability retroactive date and prior to the end of the Policy Period and is otherwise covered by this policy;
- (2) The Company shall issue an endorsement providing an Optional Extended Reporting Period of up to thirty-six (36) months from termination of coverage hereunder, provided that the named insured:
 - (a) Makes a written request for such endorsement which the Company receives within thirty (30) days after termination of coverage as defined herein; and
 - (b) Pays the additional premium when due. If that additional premium is paid when due, the Company may choose not to cancel the Extended Reporting Period, provided that all other terms and conditions of the policy are met, such determination to be made at the Company's sole discretion.
- (3) Termination of coverage occurs at the time of cancellation or nonrenewal of this policy by the named Insured or by the Company.



and certified to provide environmental services. We shall consult with you in conjunction with the selection of the environmental professional.

14. **Fungi** means any of numerous eukaryotic organisms of the kingdom Fungi, which lack chlorophyll and vascular tissue and range in form from a single cell to a body mass of branched filamentous hyphae that produce specialized fruiting bodies.
15. **Insured(s)** means:
 - a. The named insured;
 - b. Any present or former partner, director, officer, manager, member or employee, including a leased worker and a temporary worker, of the named insured solely while acting on behalf of the named insured;
 - c. Any insured with regard to its participation in a legal entity including a joint venture, but solely for the insured's legal liability for its performance of professional services or your work under the respective legal entity or joint venture. Insured does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture, except as respects liability assumed by the insured for a pollution incident;
 - d. With regard to SECTION I - INSURING AGREEMENTS, 2. Contractors Pollution Liability only, any client of the named insured that the named insured has agreed by written contract to name as an additional insured on this policy, but only with respect to covered damages caused by your work;
 - e. Any entity which is specifically referenced as an insured by endorsement;
 - f. The estate, heirs, executors, administrators or legal representatives of an insured in the event of such insured's death, incapacity or bankruptcy but only to the extent such insured would otherwise be provided coverage under this policy;
 - g. Any entity newly formed or acquired by the named insured during the policy period in which the named insured has more than fifty percent (50%) legal or beneficial interest. However:
 - (1) Coverage will only be provided for claims arising out professional services or your work performed on or after the date of formation or acquisition; and
 - (2) This coverage will expire within ninety (90) days of such formation or acquisition or the end of the policy period, whichever is earlier, unless the named insured provides written details of such newly formed or acquired entity to us and pays the additional premium requested by us, if any.
16. **Insured contract** means that part of any written contract or written agreement under which the named insured assumes the tort liability of another party to pay compensatory damages for bodily injury, property damage, environmental damage or emergency response expense, to a third person or organization, provided that such written contract or written agreement is signed by the named insured prior to the bodily injury, property damage, environmental damage or emergency response expense. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
17. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a temporary worker.
18. **Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Insured: Uretek USA

Policy #EXC30001800401

WAIVER OF SUBROGATION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

We agree to waive our right of subrogation against any person or organization to whom or to which you are obligated, prior to any loss, by an "insured contract" to provide such a waiver, but only with respect to "your work", "your product" or facilities owned or used by you.

This endorsement does not change any other provision of the policy.

Insured: Uretek USA

Policy EXC30001800401

WAIVER OF SUBROGATION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

We agree to waive our right of subrogation against any person or organization to whom or to which you are obligated, prior to any loss, by an "insured contract" to provide such a waiver, but only with respect to "your work", "your product" or facilities owned or used by you.

This endorsement does not change any other provision of the policy.

Insured: Urettek USA, Inc.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP 0187948-05	7/1/21	7/1/22	7/1/21	10836000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
 - Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2, in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

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

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

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

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph f. of the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule**1. () Specific Waiver**

Name of person or organization

~~(X) Blanket Waiver~~

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:**3. Premium:**

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

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 7/1/21
Insured Uretek USA, Inc.

Policy No. WC0187946-05

Endorsement No.
Premium

Insurance Company
Zurich American Insurance Co.

Countersigned by _____

Insured: Uretek USA, Inc.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0187947-05	Effective Date: 7/1/21
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This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph B.1. or Paragraph B.2. above.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	.
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Insured: Uretek USA, Inc.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP0187948-05	7/1/21	7/21/22	7/1/21	10836000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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 7/1/21
Insured Uretak USA, Inc.

Policy No. WC0187946-05

Endorsement No.
Premium \$

Insurance Company Zurich American Insurance Company

This Endorsement Changes The Policy. Please Read It Carefully.

**NOTICE OF CANCELLATION
ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

If you are required by written contract to provide Notice of Cancellation (for reasons other than nonpayment of premium or deductible reimbursement) to any additional insured under this policy, we agree to provide such Notice stating when, no less than 30 days from the date of mailing, such cancellation shall take effect.

You agree that as a condition precedent to us providing such notice, you will provide us with a complete list of such additional insureds including appropriate designees and complete mailing addresses. Such list shall be provided within 7 days from the date it is electronically requested.

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

This endorsement effective 7/1/21
forms part of Policy Number NHA090753
issued to Uretek USA Inc
by RSUI Indemnity Company