

STANDARD DEMOLITION AGREEMENT BETWEEN CITY OF BURLESON, TEXAS AND CONTRACTOR

This Agreement is made by and between the City of Burleson, Texas, a home-rule municipality ("City") and Garrett Demolition, Inc., whose principle office is located at 232 SW Johnson, Ste. 633, Burleson, TX 76028 (the "Contractor") for Demolition Services described as **130 E. Renfro St, Burleson, Texas 76028** (the "Project"). The City and the Contractor (hereafter collectively the "Parties") agree as follows:

I. CONTRACT AND MODIFICATIONS

1. Contract Documents. The Contract Documents are complementary, and what is called for one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

- Standard Demolition Agreement
- Specifications or Technical Specifications
- Plans
- Special Instructions to Bidders
- Special Provisions, if any
- Addenda issued for the solicitation, if any
- Standard Terms and Conditions for Construction
- Supplier Response (Bid)
- Performance Bond, Payment Bond, Special Bond (if any)
- Insurance Requirements

These Contract Documents shall constitute the "Contract" and are all incorporated into this Agreement as if set forth at length herein.

2. Change Orders. Change Orders are written orders executed between the Parties, authorizing, and directing a change in the Work (i.e., an increase or decrease in the quantity of work to be performed or of materials, equipment or supplies to be furnished), or an adjustment in the contract price or contract time, or any combination thereof, as described in Tex. Loc. Gov't Code Ch. 252. A change order will require authorization by City Council if it exceeds the thresholds under Ch. 252. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as amended, the Contract Price and the Contract Time. By execution of a Change Order, the Contractor waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

Contractor shall have no responsibility for the condition of the soils at the Work Site. Any excavation or other Work required by the City not specified in this Agreement other than the usual and customary excavation and grading shall be agreed to either in a Change Order for an amount in addition to the Contract Price; or, if available, in a Change Order using Contingency Funds within the Engineer's discretion.

3. Contingency Funds. Contingency funds, if available, may be used for changes in plans or specifications that are necessary after the performance of the contract is begun which require a price increase, or if it is necessary to increase or decrease the quantity of work to be performed or of materials, equipment, or supplies to be furnished or

if it is necessary to account for increases in the price of materials, equipment, or supplies where those items do not increase in quantity. Contingency funds may be added to the Project as a lump sum amount which is included in the original contract price approved by the City Council. The Contractor agrees that the addition of contingency funding does not represent an amount due and owing to the Contractor, and the Contractor is not entitled to demand the use of contingency funding as a funding source to pay for any Change Orders or any other claims arising under the Contract. The use of City Council approved, appropriated, and available contingency funds in a Contingency agreement shall not be calculated as an increase or decrease of the original contract price.

II. SCOPE OF WORK

1. Work. The intent of the Plans and Specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the Plans, Specifications, and Contract for the Project. The Contractor shall do all Work as provided in the Contract and shall do such additional Extra Work as may be considered necessary to complete the Work in a satisfactory and acceptable manner. All Work shall conform to the lines, grades, cross-sections, and dimensions shown on the Plans. Any deviation from the Plans which may be required by the exigencies of construction will be determined by the Engineer, or his/her designee, and authorized by the Engineer in writing. The Contractor shall waive any part error or omission in the Plans and Specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications.

Unless otherwise stated in the plans and specifications, the Work will include, but not be limited to, the dismantling, leveling and demolition of all Improvements, including, without limitation, buildings, below-grade foundations, parking areas, driveways, utility installations owned by the City located on or under the Site; removal and proper disposal of all debris resulting from such Work; and proper compaction and grading of the Site following the removal of all improvements and debris. The Work expressly includes identification and remediation, removal and proper disposal of asbestos and polychlorinated bi-phenyls comprising a portion of the improvements (as opposed to any such substances improperly released into the environment). Work will not include landscaping or finish grading unless called for in the plans or specifications.

In the event the Contractor discovers an apparent error or discrepancy, he/she shall immediately call this to the attention of the Engineer in writing.

2. Working Hours/Days. Work shall be done only during the regular and commonly accepted and described working hours between 7:00 a.m. and 6:00 p.m. No work shall be done nights, Saturdays, Sundays, or during any City holidays unless permission is given by the Engineer and upon payment of the City Inspector's overtime costs. Normal working hours for City construction inspections is between 8 a.m. and 5 p.m. Monday through Friday except for City recognized holidays. The term "Day" in this Contract shall mean Calendar Day unless otherwise specified, which shall be a solar day of 24 hours, including all holidays, regardless of weather conditions, material availability, and other conditions not under control of the Contractor.
3. Extra Work. Extra Work is all work that may be required by the Engineer or City to be done by the Contractor to accomplish any changes, alterations, or addition of the work shown on the Plans, or reasonably implied by the Specifications and not covered by the Contractor's Proposal but which is necessary to the proper completion of the Project. The Contractor agrees that the City may make such changes and alterations as the City may see fit, in the line, grade, form, dimensions, Plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract and the accompanying Bonds.
 - a. Approval Required: The Contractor shall not do Extra Work, but only when and as ordered in writing

by the Engineer, subject, however, to the right of the Contractor to require a written confirmation of such Extra Work order by the City. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore and the Engineer insists upon its performance, the Contractor shall proceed with the work after making written request for written Change Order and shall keep an accurate account of the "actual field cost" thereof. The Contractor will hereby preserve the right to submit the matter of payment to arbitration, as provided herein.

- b. Compensation for Extra Work. The Parties agree that the compensation to be paid the Contractor for performing Extra Work shall be determined prior to commencing any Extra Work by one or more of the following methods:

- i. By agreed unit prices or;
- ii. By agreed lump sum; or
- iii. If neither (i) or (ii) can be agreed upon before the Extra Work commences, then the Contractor shall be paid the "actual field cost" of the Work, plus fifteen (15) percent. The actual field cost includes the cost of all workmen, such as foremen, timekeepers, mechanics, laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on Extra Work, plus actual transportation charges necessarily incurred together with all necessary incidental expenses incurred directly on account of such Extra Work, including social security, old age benefit and other payroll taxes, public liability and property damage and workmen's compensation, and all other insurance as may be required by any law or ordinance, or directed by the Engineer of City, or agreed to by him/her. The Engineer may direct the form in which accounts of the "actual field cost" shall be kept and the record of these accounts shall be made available to the Engineer. The Engineer may also specify in writing before the Work commences, the method of doing the Work. The type and kind of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of equipment which shall be incorporated into the written order for Extra Work. Except where the Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

- c. Existing Structures and Utilities: The location of gas mains, water mains, conduits, sewer, and other utilities or improvements is unknown, and the City assumes no responsibility for failure to show them in their exact locations. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever.

4. Changes in Work. The City reserves the right to alter the quantities of Work, or to extend or shorten the Work, as necessary, and the Contractor shall perform the Work as altered. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and bonds.
5. Demolition Permit and Notice. In addition to other Contract requirements, the Contractor shall obtain a demolition permit prior to commencing the demolition of any structure in the City. Prior to issuance of the Notice to Proceed with Demolition, Contractor shall ensure that all meters, service loops, lines, cables and instruments shall be disconnected, abandoned and/or removed prior to commencement of any demolition and/or site clearance. If Contractor finds that any such items have not been disconnected, abandoned and/or removed, Contractor shall not proceed with the demolition and/or site clearance until such items have been disconnected, abandoned and/or removed. It is the duty of the owner and/or Contractor to contact all utility companies and ensure that all utilities have been disconnected.

Contractor shall submit a State demolition notification followed by a 10-day waiting period. This is required prior to any demolition and/or abatement activity whether there is asbestos present or not. All demolition and abatement activities must be done with wet methods.

When required by EPA Regulations, the Contractor shall provide the EPA with written notice of intention to remove asbestos and this notice shall include all EPA required information. This written notice shall be sent by certified mail, return receipt requested. The City shall be given a copy of this written notice and a copy of the EPA returned receipt prior to the start of asbestos removal. Contractor shall also provide all notices, plans, and other documents as required under the asbestos regulations and shall provide the City with a copy of all such notices. Contractor shall provide the City with copies of all truck asbestos hauling permits, dumping receipts, monitoring test results, and any and all documentation as may be required by the asbestos regulations and pay any required fees.

6. Costs of Materials. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, lights, power, fuel, transportation, and other facilities necessary for the execution and completion of the Work.
7. Inspections of Work and Materials. The parties agree that the Engineer may inspect all Work and materials included herein. The Engineer may stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Parties further agree that the Engineer is hereby authorized to appoint subordinate engineers, supervisors, or inspectors as the Engineer may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the Plans and Specifications. The Contractor shall regard and obey the direction and instruction of any subordinate engineers, supervisors, or inspectors so appointed, when such directions and instructions are consistent with the obligations of the Contract and the accompanying Plans and Specifications, as determined by the Engineer.
8. Warranty of Work. The Warranty Period is two (2) years, commencing on the date of Final Completion and Acceptance of the Work by the City. ~~The warranty provided in this section is a guarantee by the Contractor that is made in addition to the Maintenance Bond, and the warranty shall not limit the City's rights or remedies under the Maintenance Bond. The Contractor warrants and guarantees to the City during the Warranty Period that all labor furnished, and Work performed under the Contract has yielded only first-class results, that materials and equipment furnished are of good quality and new, and that the Work is of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective, and the Contractor shall promptly repair or replace such defective Work upon demand by the City without any further objection by the Contractor. All manufacture's guarantees or warranties shall be assigned to the City of Burleson upon installation and Final Completion and Acceptance of the Work by the City. This obligation shall survive acceptance of the work under the Contract and termination of the Contract.~~
9. Survey. If the Project is near the City's property boundary, the City will identify property lines to the Contractor. If any party has any doubt about the location of the property lines, the City shall provide Contractor with a survey done through a licensed surveyor. Upon request of the Contractor, the City will provide Contractor copies of any covenants, conditions, or restrictions that affect the Work on the Project.
10. Salvage and Ownership. Contractor shall have salvage rights to all components of the improvements to the Site, subject to the Contract provisions and except only any asbestos containing materials, equipment containing polychlorinated bi-phenyls or any other Hazardous Materials, which must be disposed of as provided for herein. No right, title, property or interest in and to the land on which the improvements stand is

created, assigned, conveyed, granted, or transferred to Contractor, or any other persons, except only the license to enter onto the Property to demolish and remove the improvements in strict accordance with the Contract. If the City terminates this Agreement, title to the Improvements remaining on the Site as of the date of termination revert to and vest in the City without release or prejudice to claims between the parties.

11. Safety. Contractor agrees that the Contractor will take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting, and maintaining all reasonable, necessary, or required safety devices for its employees and flagmen, erecting proper barricades and other safeguards around its Work, and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work as detailed in the plans and specifications and Standard Terms and Conditions for Construction. In any event, Contractor shall promptly and properly replace any safety devices provided by others or Contractor and which are disturbed by Contractor's Work.

Explosives or hazardous materials are prohibited unless specifically called for in the Plans and Specifications. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements.

12. Environmental Regulations. Contractor shall abide by all applicable environmental laws in performance of the demolition services and related to hazardous materials. Contractor shall take no action or inaction that exposes the City to liability or non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency assesses either a monetary or non-monetary fine or penalty for Contractor's noncompliance, the Contractor shall reimburse the City for all associated costs. Contractor shall remove all hazardous material and waste upon completion of the contract. Abandoned waste shall be managed as "unknown waste", and the Contractor shall bear the cost of any analytical, disposal, or other costs incurred. The City of Burleson landfill does not accept asbestos containing materials and the Contractor is responsible for disposing of the material at an approved disposal facility.

The City endeavors to perform a Phase I Environmental Study prior to Work commencement. The City will make best efforts to notify the Contractor that it anticipates that the improvements to be demolished contain various asbestos containing materials, lead paint and/or other Hazardous Materials, including but not limited to, transformers and/or other electrical equipment containing polychlorinated biphenyls which are located at the Site. If the Contractor encounters Hazardous Materials or if Contractor or anyone for whom the Contractor is responsible creates a Hazardous environmental condition, Contractor shall immediately secure or otherwise isolate such conditions, stop all Work in connection with such condition and in any area affected thereby (except in an emergency) and notify the City immediately (and promptly thereafter confirm in writing). Contractor shall be responsible for Hazardous environmental conditions created with any materials brought to the Project by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible. Receiving of a report from the City, whether oral or written, regarding the presence or absence of asbestos or other Hazardous Materials, receiving no report, or receiving an incomplete report, does not alleviate Contractor of this duty. Contractor shall warrant to the City that it has experience in handling Hazardous Materials, has inspected the Site for the presence of Hazardous Materials and has included the cost of remediation and disposal of such Hazardous Materials in the Contract Price.

Contractor shall abide by all EPA regulations to prevent emissions of particulate asbestos material to the outside air. Prior to the start of work, Contractor shall provide the City with a copy of Contractor's asbestos removal procedure. Contractor shall provide all personal protective equipment, as required by OSHA Standards 29 C.F.R. §§ 1910.1001, for its employees. Contractor shall provide all personal protective equipment to City's personnel who may be required to inspect the work. Contractor shall immediately report a release to all appropriate agencies and to the City in the event a release occurs during the performance of the Work that requires immediate reporting to one or more federal, state or local agencies pursuant to applicable

law including but not limited to the Emergency Planning and Community Right-To-Know Act of 1986, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.), the Clean Water Act and the Oil Pollution Act of 1990. The term, "immediate reporting" shall mean those instances where reporting is required within 15 minutes of the incident such that it is not practical to contact the City prior to making such report. Otherwise, Contractor shall promptly advise the City in writing of any condition which it reasonably believes requires reporting. Contractor shall, subject to City review, make such reports and shall provide the City with copies of any such reports.

"Applicable Environmental Laws" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law of any Governmental Entity now in effect and in each case as amended from time to time, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, relating to the environment, human health or hazardous materials, including, without limitation, CERCLA; The Hazardous Materials Transportation Act of 1994, as amended, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1201, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300(f), et seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §136, et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, et seq., orders, rules and regulations issued by the Texas Commission on Environmental Quality, and the ordinances, rules, and permits of the City of Burleson, Texas, and any other similar federal, state or local laws, or any federal, state, or local laws relating to the environment or to hazardous or waste materials.

"Hazardous Materials" means: (A) any substance, material, or waste that is included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances", "toxic materials", "toxic waste", or words of similar import in any Environmental Law; (B) the substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the EPA (40 C.F.R. 302 and amendments thereto); and (C) any substance, material, or waste that is petroleum, petroleum related, or a petroleum by-product, asbestos or asbestos containing material, lead or lead containing materials, polychlorinated biphenyls, flammable, explosive, or radioactive materials, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

III. COMPENSATION

1. Contract Price. The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the lump sum of \$ 201,462.00. The sum set forth in this paragraph shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.
2. Retainage. The City may withhold Retainage in the amount of five percent (5%) of the Contract price, and the rate of Retainage may not exceed five percent (5%) for any item in a bid schedule or schedule of values for the Project, including materials and equipment delivered on site to be installed. On Final Completion and acceptance, retainage will be released to Contractor so long as there is not a bona fide dispute under this Agreement.
3. Schedule of Values. Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the City and to the Engineer a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any elements. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a

basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Engineer and the City.

4. Progress/Partial Payment. On or before the 15th of each month the Engineer shall submit a statement showing as completely as practicable the total value to the Work done by the Contractor up to and including the last day of the preceding month. With approval from the Engineer, said statement may also include the value of all sound materials delivered on the site of the Work that are to be fabricated into the Work, providing the Contractor can produce a paid receipt for the materials. Upon receipt of an accepted and approved payment application, the City shall then pay the Contractor within thirty-one (31) days of the last day of the preceding month the total amount of the Engineer's statement, less Retainage withheld by the City until Final Payment, and further less all previous payments and all further sums that may be retained by the City under the terms of this Agreement.
5. Substantial Completion. If the Contractor meets that stage in the progression of the Work when the Work is sufficiently complete in accordance with the Contract, and as determined by the City in the City's sole discretion, such that only final punch-list items or minor work remains and the Contractor can achieve Final Completion within the time approved in the Certificate of Substantial Completion, then the Contractor will be deemed to be substantially complete.
 - a. Certificate. When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a final punch-list of items to be completed or corrected. When the Engineer, on the basis of an inspection, determines that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion, which shall (1) establish the date of Substantial Completion; (2) state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance; and (3) fix the time within which the Contractor shall complete the items listed therein, which shall not exceed thirty (30) days. If the Contract Time is less than thirty (30) days, the deadline for the final punch-list items shall be within the number of days remaining on the Contract unless there is an approved Change Order. At the time of Substantial Completion, if the Contract has greater than thirty (30) days remaining, the final punch list items must still be completed within the thirty (30) day period. The Certificate of Substantial Completion shall be submitted to the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.
 - b. Payment. Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City may pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any Retainage withheld for the reasonable cost, as determined by the Engineer, for completing all incomplete Work, including punch-list items, and correcting and bringing into conformance all defective and nonconforming Work, and resolving all unsettled bona fide disputes and other claims.
 - c. Delay. It is understood, however, that in case the Contractor achieves Substantial Completion and some unexpected and unusual delay occurs due to a force majeure event or no fault or neglect on the part of the Contractor as determined by the City, the City may, upon written recommendations of the Engineer, release a reasonable and equitable portion of the Retainage to the Contractor; or the Contractor at the City's option, may be relieved of the obligation for fully completing the Work, and thereupon, the Contractor shall receive payment of the balance due him or her under the Contract subject only to the conditions stated under "Final Payment."
6. Final Completion. The Contract will be considered fulfilled, save as provided in any maintenance stipulations, bond, or by law, when all the Work has been 100% completed, the final inspection made by the Engineer,

and final acceptance and final payment made by the City.

- a. Notice of Completion. Within five (5) business days after the Contractor has given the Engineer written notice that the Work has been 100% finally completed.
 - b. Final Inspection: The Engineer will make final inspection of all work included in the Contract as practicable after the work is completed and ready for acceptance. If the work performed by the Contractor is not acceptable to the Engineer at the time of such inspection the Engineer will inform the Contractor as to the particular defect(s) before final acceptance will be made.
 - c. Notice of Acceptance. The Engineer or his/her designee shall inspect the Work and within said time, if the Work is found to be 100% complete in accordance with the Contract Documents, the City shall issue to the Contractor a Notice of Acceptance within ten calendar (10) days. Upon issuance of the Notice of Acceptance, the Engineer shall proceed to make final measurements and prepare a final statement of the value of all Work performed and materials furnished under the terms of the Agreement and shall certify same to City. If the Engineer is unable to issue its final Notice of Acceptance and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.
 - d. Close-out Documents. The Contractor shall provide the City with a notarized affidavit that all payrolls, invoices for materials and equipment, all bills and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied ("Notarized Affidavit"). The Contractor shall further provide releases and unconditional waivers of lien from all subcontractors of the Contractor and any and all other parties required by the Engineer or the City ("Unconditional Lien Waivers"). If any third party fails or refuses to provide Unconditional Lien Waivers as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien and release and defend and indemnify the City from any and all liability in accordance with this Contract.
 - e. Final Payment. The City shall pay the Contractor within thirty (30) days after the date of the Notice of Acceptance and receipt of the Notarized Affidavit and Unconditional Lien Waivers. Acceptance of Final Payment shall constitute a waiver of any and all claims against the City by the Contractor, including any claims for delays, except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.
 - f. Effect of Obligations. Neither the Notice of Acceptance nor the final payment, nor any provisions in the Contract Documents, shall relieve the Contractor of the obligation for the fulfillment of any warranty, bond, or other obligation, which may be required by the Contract Documents, or which may survive the termination and completion of the Contract. If no bona fide dispute or other default, breach, or claim exists under this Contract or applicable law, the City shall release any Retainage withheld upon application for Final Payment.
7. Payments Withheld: The City may, on account of subsequently discovered evidence, bona fide dispute, or Contractor's unexcused delay or abandonment, withhold or nullify the whole or part of any certificate, amounts due, or request for payment to such extent as may be necessary to protect itself from loss on account of any or each of the following:
- a. Defective, rejected, unauthorized, or abandoned work not remedied by Contractor;
 - b. Claims filed or reasonable evidence indicating probable filing of claims;

- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
 - d. Damage to another contractor, the City or other third party to whom the City may/may not be liable;
 - e. Contractor bankruptcy, insolvency, notification of any tax liens;
 - f. Persistent Delays or Liquidated Damages owed to the City;
 - g. Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price; or
 - h. Evidence that the Work will not be completed in the Contract Time required for final completion.
8. Subcontractors to be Paid. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled within ten (10) days of City's payment. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

IV. PROSECUTION, PROGRESS, DELAY, AND TERMINATION

1. Prosecution of the Work: Time is of the essence in this Contract. The Contractor shall complete the Work to be performed under this Contract within the Contract Time and in accordance with the Plans and Specifications and shall conduct the work in such a manner and with sufficient equipment, materials, and labor as is necessary to ensure its completion. The sequence of all construction operations may otherwise be directed by or approved by the Engineer in writing. Such written direction or approval by the Engineer shall not relieve the Contractor from the full responsibility of the complete performance of the Contract. Should the prosecution of the work be discontinued by the Contractor, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operation.
2. Order of Completion. Unless otherwise specifically provided in the Contract Documents, the Contractor shall be allowed to prosecute the Work at such time and seasons, in such order of precedence, and in such a manner as shall be most conducive to economy of construction; provided that, the order and the time of prosecution shall be such that the Work shall be completed as a whole and in part, in accordance with this Contract, the Plans and Specifications. However, when the City is having other work done, either by Contractor or by the City's own force, the Engineer may direct the order and timing of the Contract, so that conflict will be avoided, and the construction of the various works being done for the City shall be harmonized.
3. Contract Time. The Contractor shall complete the Work as a whole and in part, in accordance with the time of completion designated in the Bid and/or Special Instructions to Bidders. The Contractor shall submit a weekly schedule, which shall show the order in which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts. The Engineer may also request the Contractor to submit additional schedules at such times as the Engineer may determine to be necessary to ensure timely completion of the Work. Failure by the Contractor to strictly comply with these provisions shall constitute a material breach of this Contract.
4. Extension of Time: Should the Contractor be delayed in the completion of the Work by any act or neglect of the City or Engineer, or any employee of either, or by other Contractors employed by the City, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, as determined in the City's sole discretion, or by any cause which the Engineer may decide justifies delay, then an extension of the time may be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the

Engineer; provided, however that the Contractor shall give the Engineer notice in writing of the cause of such delay within seven (7) days of the beginning of the delay, along with any efforts used to minimize the impact on this Project.

5. Hindrances and Delays. Once the work order is transmitted to the Contractor, the Contractor shall devote both manpower and equipment to the project on a continuous basis each and every workday in sufficient quantity to bring the project to Final Completion without delay. The Engineer shall be the sole judge of whether the Contractor has devoted both manpower and equipment to the project on a continuous basis to bring the project to completion.
 - a. No Contractor Damages. No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of the City) during the progress of any portion of the Work. In case said Work shall be stopped by an act of the City, then such expense as in the judgment of the Engineer, caused by such stoppage of said Work shall be paid for by the City to the Contractor, pursuant to a valid written Change Order.
 - b. No Future Bids. Failure to comply with the contractual provisions of a City of Burleson Construction Contract or failure to diligently pursue a project to completion shall be a basis for the City Council rejecting a future bid from the Contractor.

6. **TIME AND LIQUIDATED DAMAGES.** THE TIME OF COMPLETION OF THE CONTRACT IS OF THE ESSENCE. THE AMOUNT OF TIME SPECIFIED IN THE CONTRACT TO COMPLETE THE WORK TO FINAL COMPLETION WILL BE STRICTLY ENFORCED. LIQUIDATED DAMAGES WILL BE ASSESSED AGAINST THE CONTRACTOR FOR FAILURE TO COMPLETE THE PROJECT TO TOTAL (100%) FINAL COMPLETION WITHIN THE CONTRACT TIME. THE CONTRACTOR AND SURETY AGREE THAT THE LIQUIDATED DAMAGES PROVISIONS IN THIS CONTRACT ARE REASONABLE, FACIALLY VALID, NOT A PENALTY, AND DO NOT OTHERWISE OPERATE AS A PENALTY. THE CONTRACTOR AGREES THAT FOR PURPOSES OF TEXAS GOV'T CODE CH. 2252, A BONA FIDE DISPUTE EXISTS IF LIQUIDATED DAMAGES ARE ASSESSED UNDER THIS CONTRACT AND THE CITY MAY WITHHOLD RETAINAGE TO SATISFY LIQUIDATED DAMAGES OWED TO THE CITY HEREUNDER.

FOR EACH AND EVERY CALENDAR DAY **THAT ANY** WORK SHALL REMAIN INCOMPLETE AFTER THE EXPIRATION OF THE CONTRACT TIME AS SPECIFIED IN THE PROPOSAL AND CONTRACT, PLUS ANY AUTHORIZED EXTENSION OF TIME GRANTED IN WRITING BY THE CITY, OR AS INCREASED BY EXTRA WORK AUTHORIZED BY CHANGE ORDER AFTER THE CONTRACT IS SIGNED, THE SUM PER CALENDAR DAY OF \$125.00 (AN AMOUNT NOT TO EXCEED \$1000.00 PER DAY), WILL BE DEDUCTED FROM THE MONEYS DUE THE CONTRACTOR OR MAY BE CHARGED AGAINST THE CONTRACTOR, NOT AS A PENALTY, BUT AS LIQUIDATED DAMAGES.

THE SUM OF MONEY THUS DEDUCTED OR CHARGED FOR SUCH DELAY, FAILURE, OR NONCOMPLETION IS NOT TO BE CONSIDERED AS A PENALTY, BUT SHALL BE DEEMED, TAKEN AND TREATED AS REASONABLE LIQUIDATED DAMAGES, REPRESENTING A REASONABLE ESTIMATE OF DAMAGES, OR A REASONABLE FORECAST OF JUST COMPENSATION, BECAUSE THE HARM CAUSED BY THE BREACH IS INCAPABLE OR EXTREMELY DIFFICULT OF ESTIMATION DUE TO THE PUBLIC NATURE OF THE WORK AND THE LIKELY LOSS TO BE SUSTAINED BY THE CITY AND THE GENERAL PUBLIC, ESTIMATED AT OR BEFORE THE TIME OF EXECUTING THIS AGREEMENT. FURTHER, THE PARTIES ACKNOWLEDGE THE CITY'S PARAMOUNT PURPOSE AND DUTY IS TO PROTECT THE PUBLIC FISC AND THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE PUBLIC,

AND THE PARTIES AGREE THAT ANY ALLEGED DISPARITY BETWEEN ACTUAL AND LIQUIDATED DAMAGES SHALL BE CONSTRUED AS BRIDGEABLE AND ACCEPTABLE AS A MATTER OF PUBLIC POLICY AND SHALL BE CALCULATED AND CONSTRUED IN FAVOR OF THE CITY.

7. Abandonment by Contractor: In case the Contractor should abandon and fail or refuse to prosecute, progress, or resume the Work within seven (7) calendar days after written notification from the City or the Engineer, then, where a performance bond exists, the Surety on the bond may be notified in writing and directed to complete the Work, and a copy of said notice shall be delivered to the Contractor. After receiving said notice of abandonment, the Contractor shall not remove from the Work or Project any materials, equipment, tools, or supplies then on the site, but the same, together with any materials and equipment and under Contract for the Work may be held for use on the Work by the City or the Surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit, it being understood that the use of such equipment and materials will mitigate the cost to complete the Work.
8. Suspensions. If it should become necessary to stop the Work for an indefinite period, the Contractor shall protect the Work and store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way and the Engineer shall take every precaution to prevent damage or deterioration.
 - a. Weather. The Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather conditions as are considered unfavorable for the suitable prosecution of the Work.
 - b. Court Order. The Contractor shall suspend such part or parts of the Work ordered to be suspended by a court of competent jurisdiction and will not be entitled to additional compensation by virtue of such court order. Neither will Contractor be liable to the City in the event the Work is suspended by court order, unless the court order is caused in whole or in part by the Contractor's negligent or willful acts or omissions.
9. Termination for Convenience. The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give a written, five (5) day notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work and terminate outstanding orders and subcontracts when such termination becomes effective, settling all third-party liabilities and claims arising out of the termination of subcontracts and orders. The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information, manufacturer's guarantees, and contract rights as the City may determine. The Contractor shall submit a claim to the City for amounts due herein within ninety (90) days from the effective date of termination, or the Contractor waives any claim for damages in accordance with TCPRC Ch. 16 and TGC Ch. 271.
10. Termination for Cause. If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel, proper equipment, or materials, or if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, or disregards any laws, ordinances, rules, regulations or orders of any public authority or governmental entity having jurisdiction, or otherwise violates a material provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any other right or remedy, immediately terminate the Contract and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the Contract is terminated for cause, the Contractor shall pay the cost of finishing the work, including

compensation for the Architect's or Engineer's additional services and expenses made necessary thereby. This obligation for payment shall survive the termination of the Contract. In the event any court of competent jurisdiction finds the termination to be without cause, then termination will default to Termination for Convenience.

V. DEFECTS AND REMEDIES

1. Defective or Rejected Materials/Goods. If the Work or any part thereof, or any materials brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Engineer, as unsuitable or not in conformity with the Specifications, the Contractor shall, after receipt of written notice from the Engineer, immediately remove such materials and rebuild or otherwise remedy such Work within three (3) business days so that it shall be in full accordance with this Contract. No failure or omission of the Engineer to reject defective work or materials shall release the Contractor from the obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or materials, except in event the material has been once accepted by the Engineer, such acceptance shall be binding on the City, unless it can be clearly shown that such materials furnished do not meet the Specifications for this Work.
2. Defective or Rejected Work. Any questioned Work may be ordered taken up or removed for reexamination by the Engineer, prior to final acceptance, and if found not in accordance with the Specifications for said Work, all expense of removing, reexamination and replacement shall be borne by the Contractor; otherwise the expenses incurred shall be allowed as Extra Work, and shall be paid for by the City, provided that, where inspection or approval is specifically required by the Specifications prior to performance of certain Work, should the Contractor proceed with such Work without requesting prior inspection and approval, the Contractor shall bear all expense of taking up, removing and replacing his/her Work if so directed by the Engineer. All work which has been rejected shall be repaired at Contractor's expense, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense.
3. Defective Plans or Specifications. Contractor must, within a reasonable time of learning of a defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications, or other design documents, disclose in writing to the City the existence of any known defect in the plans, specifications, or other design documents that is discovered by the Contractor, or that reasonably should have been discovered by the Contractor using ordinary diligence, before or during construction.
4. Unauthorized Work. Defective work, work done without line and grade having been given, work done out of the lines or not in conformity with the grades shown on the Plans or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's expense. All expense of removing, reexamination and replacement of Unauthorized Work shall be borne by the Contractor.
5. Contractor's Failure to Remedy. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, defective, rejected, or unauthorized work or materials immediately after receiving notice from the Engineer or the City, the Engineer or the City will, after giving reasonable notice to the Contractor, have the authority to cause the defective, rejected, or unauthorized work or materials to be remedied or removed and replaced by the Surety, the City, or by any third-party contractor, all at the City's sole discretion without any duty to mitigate costs, and to charge the costs against the Contractor, or deduct the cost from any moneys due or to become due the Contractor, without the need for a written Change Order deducting the same. Any act, failure, refusal, omission, event, occurrence or condition constituting a material breach of this Contract shall not imply that any other, non- specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

In case of a failure on the part of the Contractor to restore such property or make good such damage or injury when a nuisance or hazardous condition results, the Engineer may without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary by Engineer, and the cost thereof will be deducted from any moneys due or to become due the Contractor under the Contract.

6. Public Convenience and Safety Remedy. The City reserves the right to remedy any neglect on the part of the Contractor in the interest of public convenience and safety which may come to its attention, after twenty-four (24) hours' notice in writing to the Contractor, save in cases of emergency, when it shall have the right to remedy any neglect without notice; in either case, the cost of such work done by the City shall be deducted from moneys due the Contractor. Any action by City under this provision shall not abrogate Contractor's duties. City undertakes no obligation to inspect the work site for neglect of the public convenience.
7. Failure to Comply with Laws. The City may automatically terminate this Contract without liability to the City if the Contractor performs any Work knowing it to be contrary to any laws, ordinances, rules, and regulations.
8. Failure to Provide Adequate Warnings. The Contractor shall provide, maintain, and be responsible for all necessary barricades, warning lights, or signs for the Project as provided in the Standard Terms and Conditions for Construction and Texas Manual on Uniform Traffic Control Devices and by instruction of the Engineer. If the Contractor fails to furnish precautionary measures as required, until final completion and acceptance of Work or until directed by the Engineer, the Contractor shall be held responsible for all damage to the Work or injury to users of the roadway due to the failure of barricades, signs, lights, and watchmen or other required provisions to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. Contractor will be required to pay any judgment, with costs, including reasonable attorney's fees, which may be obtained against the City growing out of such injury or damage. Contractor is responsible for providing photographic evidence of the warning systems in place to the Engineer within 24 hours of installation.
9. Failure to Protect and Restore Property: Where the Work passes over or through private property, the City will provide such rights-of-way or temporary access easements as necessary. The Contractor shall notify the proper representatives of any public utility, corporation, any company or individual not less than forty-eight hours in advance of any work which might damage or interfere with the operation of their or his/her property along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to any person or property of any character, except such as may be due to the provisions of the Contract Documents or caused by agents or employees of the City, by reason of any negligent act or omission on the part of the Contractor, or defective work or materials, or due to Contractor's failure to reasonably or properly prosecute the work and said responsibility shall not be released until the work shall have been completed and accepted. When and where any such damage or injury is done to public or private property on the part of the Contractor, the Contractor shall restore or have restored at the Contractor's own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in a manner acceptable to the owner or the Engineer.

INDEMNIFICATION. THE CONTRACTOR (THE "INDEMNIFYING PARTY"), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY'S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE "CITY INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE CONTRACTOR

PURSUANT TO THIS CONTRACT (COLLECTIVELY, "INDEMNIFIED CLAIMS"), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY CONTRACTOR OR THE CITY. THE INDEMNITIES IN THIS CONTRACT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. CONTRACTOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. CONTRACTOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT CITY IS ENTERING THIS CONTRACT PURSUANT TO ITS GOVERNMENTAL FUNCTION AND THAT NOTHING CONTAINED IN THIS CONTRACT SHALL BE CONSTRUED AS CONSTITUTING A WAIVER OF THE CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY, WHICH IS EXPRESSLY RESERVED TO THE EXTENT ALLOWED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT TO THE EXTENT THIS CONTRACT IS SUBJECT TO THE PROVISIONS OF SUBCHAPTER I OF CHAPTER 271, TEXAS LOCAL GOV'T CODE, AS AMENDED, THE CITY'S IMMUNITY FROM SUIT IS WAIVED ONLY AS SET FORTH IN SUBCHAPTER I OF CHAPTER 271, TEXAS LOCAL GOV'T CODE. FURTHER, THE PARTIES AGREE THAT THIS CONTRACT IS MADE SUBJECT TO ALL APPLICABLE PROVISIONS OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE ("CPRC"), INCLUDING BUT NOT LIMITED TO ALL DEFENSES, LIMITATIONS, AND EXCEPTIONS TO THE LIMITED WAIVER OF IMMUNITY FROM LIABILITY PROVIDED IN CHAPTER 101 AND CHAPTER 75.

TO THE EXTENT THE CONTRACT IS FOR ENGINEERING OR ARCHITECTURAL SERVICES, IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THIS SECTION ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY THE TEXAS LOCAL GOVERNMENT CODE, SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT.

VI. MISCELLANEOUS

1. Arbitration. All questions of dispute under this Agreement that cannot be resolved between the Engineer and Contractor shall be submitted to the City Council at the request of either party and the decision of the City Council shall be final and unappealable.
2. Notices. Written Notice shall be deemed to have been duly served if delivered in person to an individual, officer, legal representative, or member of the party for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the person giving the notice.

3. Waiver. No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder. The waiver or failure of either party to exercise, in any respect, any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract.
4. Funding. This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.
5. Insurance. Contractor shall carry and maintain insurance. An example of required coverage is attached hereto and made a part of this Agreement and shall provide continuing insurance under the same terms and conditions of this Agreement for three (1) years after Final Completion of the Project.
6. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are held for any reasons to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
7. Venue. This Contract is to be construed, governed, and enforced under the laws of the State of Texas. The obligations of all parties under a contract awarded through this solicitation are performed in Johnson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Johnson County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement this the _____ day of _____, 20__.

CITY OF BURLESON

Garrett Demolition, Inc

CONTRACTOR

By: _____

CHRIS FLETCHER, MAYOR

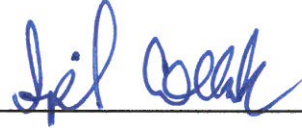
By:  (sign)

Bradley J Garrett (print)

ATTEST:

ATTEST:

AMANDA CAMPOS, CITY SECRETARY

 (sign)

April Collmar (print)

APPROVED AS TO FORM:

ALLEN TAYLOR, CITY ATTORNEY

STANDARD CONTRACT AND ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas
COUNTY OF Johnson

§
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Bradley J Garrett
(Print Name)

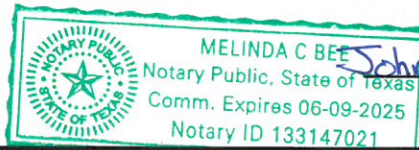
President
(Print Title)

of the corporation known as Garrett Demolition, Inc, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of March, A.D., 2023.

Melinda C Bee
Notary Public In and For

My Commission expires: 6-9-2025



Johnson County, Texas

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name)

(Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2____.

Notary Public In and For

My Commission expires: _____

County, _____

SINGLE ACKNOWLEDGMENT

THE STATE OF _____ § COUNTY
OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2____.

Notary Public In and For

My Commission expires: _____

County, _____

(SAMPLE FORM)
CERTIFICATE OF INSURANCE

TO:

Owner

Address

Date _____
Project No. _____
Type of _____
Project _____

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Workers Compensation				1 Person \$
Public Liability				1 Accident \$
Contingent				1 Person \$
Liability				1 Accident \$
Property Damage				
Builder's Risk				
Automobile				
Other				

The forgoing policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than fifteen days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than fifteen days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

(Name of Insurer)

By _____

Title _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Garrett Demolition, Inc
Burleson, TX United States

Certificate Number:
2023-993045

Date Filed:
03/09/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

130 E. Renfro St, Burleson
Abatement & Demolition services located at 130 E. Renfro St, Burleson, Texas 76028

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Garrett, Brad	Burleson, TX United States	X	
	Collmar, April	Burleson, TX United States		X

5 Check only if there is NO Interested Party.

☐

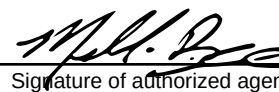
6 UNSWORN DECLARATION

My name is Melinda Bee, and my date of birth is 11/15/1972.

My address is PO Box 633, Burleson, TX, 76097, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Johnson County, State of Texas, on the 9th day of March, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2023

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 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 6M Insurance Group Inc 5904 S COOPER ST STE 104-172 ARLINGTON TX 76017	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 877-450-6390 E-MAIL ADDRESS: service@6mgroun.net FAX (A/C, No):
INSURED Garrett Demolition Inc PO BOX 633 Burleson TX 76097	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Co INSURER B: Key Risk Insurance Company INSURER C: The Hanover Insurance Company (AMB#002225) INSURER D: INSURER E: INSURER F:
	NAIC # 17370 10885 22292

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU/ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractors Pollution Liability	Y	Y	ECP2016054-16	5/21/2022	5/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Each Pollution Condition \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Uninsured/Und <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP2037450-10	4/18/2022	5/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 100,000 csl \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NONE	Y	Y	FFX2029090-12	5/21/2022	5/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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 <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	EQUIPMENT FLOATER	Y	Y	IHD H245346	5/21/2022	5/21/2023	Scheduled limit: \$5,949,901 / proof of coverage
C	Leased & Rented Equipment			IHD H245346	5/21/2022	5/21/2023	\$250,000

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

Contractors Equipment policy IHD H245346 Deductibles: \$2,500 Per Occurrence. \$5,000 ded Per Occurrence Items Over \$250,000, \$10,000 ded. Per Occurrence Items over \$500,000, \$25,000 ded Per Occurrence Items Over \$750,000 Market Value w/Replacement Value on Items 5 Years or Newer. The Commercial Auto & General Liability/Pollution Liability (including Completed Operations) policy includes a blanket automatic additional insured endorsement that provides additional insured status and the General Liability & Auto policy include a blanket waiver of subrogation endorsement to the certificate holder when there is a written contract that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

City of Burleson c/o Public Works 232 SW Johnson Ave Burleson TX 76028-4776	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 <i>Melina Morrison</i>
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY 6M Insurance Group Inc		NAMED INSURED Garrett Demolition Inc	
POLICY NUMBER BAP2037450-10		PO BOX 633	
CARRIER Key Risk Insurance Company	NAIC CODE 10885	Burleson, TX, 76097	
		EFFECTIVE DATE: 4/18/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

RE: Demolition services at 130 E. Renfro St, Burleson



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2856808

DATE (MM/DD/YYYY)

3/9/2023

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 Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365 PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM
INSURED GARRETT DEMOLITION, INC. PO BOX 633 BURLESON, TX 76097	INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Co. of North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	C51770341	10/1/2022	10/1/2023	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

30-DAY NOTICE OF CANCELLATION
RE: Demolition services at 130 E. Renfro St, Burleson
WAIVER OF SUBROGATION IN FAVOR OF City of Burleson c/o Public Works WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BURLESON C/O PUBLIC WORKS
232 SW JOHNSON AVE
BURLESON, TX 76028

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

NOTICE TO OTHERS - SPECIFIC PARTIES

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C.** The notice of cancellation is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity.
- E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G.** The provisions of this notice do not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
City of Burleson c/o Public Works		232 SW Johnson Ave
		Burleson, TX 76028

Workers' Compensation and Employers' Liability Policy

Named Insured GARRETT DEMOLITION, INC. PO BOX 633 BURLESON, TX 76097	Endorsement Number
	Policy Number Symbol: RWC Number: C51770341
Policy Period 10/1/2022 TO 10/1/2023	Effective Date of Endorsement 10/1/2022
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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:
City of Burleson c/o Public Works
232 SW Johnson Ave
Burleson, TX 76028

(☐) Blanket Waiver

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

2. Operations:

RE: Demolition services at 130 E. Renfro St, Burleson

3. Premium:

The premium charge for this endorsement shall be INCLUDED 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: INCLUDED



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2016054-17	5/21/2022	5/21/2023	5/21/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

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

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

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

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

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

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

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

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

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

This insurance does not apply to:

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

- Bodily injury** or **property damage** occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the **covered operations** has been completed; or

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

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

1. **Duties -- Additional Insured**

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

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

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2016054-17	5/21/2022	5/21/2023	5/21/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

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

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

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

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

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

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

This insurance does not apply to:

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

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

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

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

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

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

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2016054-17	5/21/2022	5/21/2023	5/21/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Garrett Demolition, Inc.

Endorsement Effective Date: 04/18/22

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

**BUSINESS AUTO – ADDITIONAL INSURED
WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II - Liability Coverage A. - Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

1 Priority's COI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2023

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 E-MAIL ADDRESS: service@ib-tx.com FAX (A/C, No): 210-696-8414
INSURED 1 Priority Environmental Services, LLC 4028 Daley Ave. Fort Worth TX 76180	INSURER(S) AFFORDING COVERAGE INSURER A: Steadfast Insurance Company INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1046011493**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GPL 2461633-02	6/30/2022	6/30/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 2461632-02	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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 type="checkbox"/> RETENTION \$			SXS 7418249-01	6/30/2022	6/30/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7808524-01	6/30/2022	6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution/Asbestos Professional Liability Deductible \$10,000			GPL 2461633-02	6/30/2022	6/30/2023	Each Pollution Cond Per Claim/Per Occurr Aggregate \$5,000,000 \$5,000,000 \$5,000,000

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

General Liability/Pollution & Auto Policies include blanket Additional Insured Endorsements [STF-ESP-MAN-02 08/20, STF-ESP101-FCW 4/13 (Ongoing Operations & Comp Ops), CA2048 10/13] as agreed in writing with Named Insured. General Liability/Pollution, Excess, Auto & Workers Compensation policies include blanket Waiver of Subrogation Endorsements [STF-ESP-248-A CW 04/10 & U-CA-424-F CW 04/14, WC000313 4/84 & WC420304B] as agreed in writing with Named Insured. General Liability/Pollution and Excess includes blanket Primary & Non-Contributory Endorsements [STF-ESP-MAN-01 08/20-STF-ESP-MAN-4 06/20, U-CA-424-F CW 04/14]. Excess Liability follows form of underlying GL, Auto & Employers Liability. Cancellation Endorsement [STF-ENVL-1632-A CW 11/10, U-CA-832-A CW 01/13, U-WC-100-A-CW 10/16]. General Liability/ Pollution Blanket Contractual Liability Railroad [STF-ESP-185-C CW 1/06]. Per Project Aggregate [STF-ESP-148-B CW 01/04]

Project: Demolition services at 130 E. Renfro St, Burleson.

CERTIFICATE HOLDERCity of Burleson c/o Public Works
232 SW Johnson Ave.
Burleson, TX 76028-4776**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Amendment to Limits of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-02	6/30/22	6/30/23		11227000		

Named Insured and Mailing Address:

1 Priority Environmental Services, LLC
4028 Daley Ave.
Fort Worth, TX 76180

Producer:

IBTX Risk Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy that,

- Item 4., Limits of Insurance, of the Declarations is deleted and replaced by the following:

Item 4. Limits of Insurance:

Each Incident Limits

COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY \$2,000,000

COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY \$5,000,000

COVERAGE PART THREE – PROFESSIONAL LIABILITY \$5,000,000

Damage To Premises Rented to You Limit \$300,000 Any one premises

Medical Expense Limit \$25,000 Any one person

Personal & Advertising Injury Limit \$2,000,000 Any one person or organization

Products-Completed Operations Aggregate Limit \$4,000,000

Coverage Part One Aggregate Limit \$4,000,000

Coverage Part Two Aggregate Limit \$5,000,000

Coverage Part Three Aggregate Limit \$5,000,000

Policy Aggregate \$5,000,000

- Limits of Insurance and Deductible (Section III.) in the COMMON POLICY PROVISIONS is deleted in its entirety and replaced as follows:

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - Insureds;
 - "Claims" made or "suits" brought; or
 - Persons or organizations making "claims" or bringing "suits".

- The Policy Aggregate Limit is the most we will pay for the sum of:

- a. Under COVERAGE PART ONE, Coverage A., "damages";
 - b. Under COVERAGE PART ONE, Coverage A., "damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard";
 - c.. Under COVERAGE PART ONE, Coverage B., "damages";
 - d. Under COVERAGE PART ONE, Coverage C, medical expenses;
 - e. Under COVERAGE PART TWO, "losses" and "claims expense"; and
 - f. Under COVERAGE PART THREE, "damages" and "claims expense".
3. Subject to 2. Above, the Products-Completed Operations Aggregate Limit is the most we will pay under COVERAGE PART ONE, Coverage A. for "damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under COVERAGE PART ONE, Coverage B. for the sum of all "damages" because of all "personal and advertising injury" sustained by any one person or organization.
 5. Subject to 2. above, the COVERAGE PART ONE Each Incident Limit is the most we will pay for the sum of:
 - a. Under COVERAGE PART ONE, Coverage A., "damages" because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
 - b. Under COVERAGE PART ONE, Coverage C., Medical Expenses because of all "bodily injury" arising out of any one "occurrence".
 6. Subject to 2. above, the COVERAGE PART TWO Each Incident Limit is the most we will pay for the sum of, under COVERAGE PART TWO, "losses" and "claims expense" arising out of any one "pollution event"; the same, interrelated, associated, repeated or continuous "pollution events" shall be considered one "pollution event".
 7. Subject to 2. above, the COVERAGE PART THREE Each Incident Limit is the most we will pay for the sum of, under COVERAGE PART THREE, "damages" and "claim expenses" arising out of any one act, error or omission; the same, interrelated, associated, repeated or continuous acts, errors or omissions shall be considered one act, error or omission.
 8. Subject to 2. and 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE PART ONE, Coverage A., for "damages" because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
 9. Subject to 2. and 5. above, the Medical Expense Limit is the most we will pay under COVERAGE PART ONE, Coverage C., for all medical expenses because of "bodily injury" sustained by any one person.
 10. Deductible.
 - a. The Deductible amount indicated on the Declarations is your obligation and applies to:
 - (1) under COVERAGE PART ONE, Coverage A., to all "damages" because of "bodily injury" and/or "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "damages" because of that "occurrence";
 - (2) under COVERAGE PART ONE, Coverage B., to all "damages" as the result of any one offense, regardless of the number of persons or organizations who sustain "damages" because of that offense;
 - (3) under COVERAGE PART ONE, Coverage C., to all "bodily injury" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "damages" because of that "occurrence";
 - (4) under COVERAGE PART TWO, all "loss(es)" and related "claim expenses" as a result of any one "pollution event", regardless of the number of persons or organizations who sustain "loss(es)" and related "claim expense(s)" because of that "pollution event"; and
 - (5) under COVERAGE PART THREE, all "damage(s)" and related "claim expense" as a result of any one act, error or omission, regardless of the number of persons or organizations who sustain "damage(s)" and related "claim expense(s)" because of that act, error or omission.

- b. The Deductible amount does not erode the Limits of Insurance.
 - c. We may pay, but are not obligated to pay, any part or all of the deductible amount to effect settlement of a "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.
11. Multiple "policy periods" and interrelated, associated, repeated or continuous "suits", "claims", "damages", "bodily injury", "property damage", "personal and advertising injury", "loss" and "claims expense".
- a. Under COVERAGE PART ONE, Coverages A, B and C, any "suit" or "claim" for "damages"; any "bodily injury"; any "property damage"; and/or any "personal and advertising injury" which takes place over two or more "policy periods", or are interrelated, associated, repeated or continuous, shall be subject to one Limit of Insurance and one Deductible as stated in the Declarations. All such "suits" or "claims" seeking "damages" for "bodily injury", "property damage" or "personal and advertising injury", whenever made, shall be provided coverage in the "policy period" of the date of the first exposure to the "occurrence" causing such "bodily injury" or "property damage", or to the offense causing such "personal and advertising injury".
 - b. Under COVERAGE PART TWO, any "claim" for "loss"; any "bodily injury"; any "property damage"; and/or any related "claim expense" which takes place over two or more "policy periods", or are interrelated, associated, repeated or continuous, shall be subject to one Limit of Insurance and one Deductible as stated in the Declarations. All "claims" as a result of "bodily injury", "property damage" and/or related "claim expense", whenever made, shall be provided coverage in the "policy period" of the date of first exposure to the "pollution event" which results in the "bodily injury", "property damage" and/or related "claim expense".
 - c. Under COVERAGE PART THREE, any "claim"; any "damages"; and/or any related "claims expense" which takes place over two or more "policy periods", or are interrelated, associated, repeated or continuous, shall be subject to one Limit of Insurance and one Deductible as stated in the Declarations. All such "claims" for "damages" and/or related "claims expense" whenever made, shall be considered first made on the date on which the earliest "claim" was first reported to you and the Limits of Insurance applicable to that "policy period" shall apply.
12. Under COVERAGE PART THREE, "claims" against the insured arising from an incident or circumstance reported to us, pursuant to Claim Provisions (Section IV.) in the COMMON COVERAGE PROVISIONS, in a subsequent uninterrupted renewal "policy period" shall be subject to the Each Incident and Policy Aggregate Limit of Insurance applicable to the "policy period" in effect when the incident or circumstance was reported to us.
13. Under COVERAGE PART THREE, the automatic extended reporting period and the extended reporting period, if purchased by you, shall not serve to increase or reinstate the Limits of Insurance set out in the Declarations to the policy. The Limits of Insurance shall be that which is remaining in the Policy Aggregate Limit at the end of the "policy period".
14. When the COVERAGE PART ONE Each Incident Limit of Insurance, the COVERAGE PARTS TWO and THREE Each Incident Limit of Insurance or the Policy Aggregate Limits of Insurance described above have actually been exhausted in the payment of "bodily injury", "property damage", "damages", medical expenses, and/or "claims expense" we will:
- a. Notify the first Named Insured, in writing, as soon as possible, that such limits have been exhausted and our duty to defend under the Insuring Agreements has also ended; and
 - b. Commence and cooperate in the transfer of control to any appropriate insured of all "claim(s)" or "suits" which are subject to that limit and which are reported to us before that limit is exhausted.
3. The Limits of Insurance stated in paragraph 1. above will apply:
- a. Under COVERAGE PART ONE, to "bodily injury", "property damage" and "personal and advertising injury" that occurs;
 - b. Under COVERAGE PART TWO, to "bodily injury", "property damage" and related "claims expense" that occurs; and
 - c. Under COVERAGE PART THREE, to "claims" made against the insured;

On or after 12:01 a.m. on January 28, 2017. Any "claim" made against an insured on or after this date arising from an act, error or omission reported to us prior to this date shall be deemed to have been made on the date on which notice of the act, error or omission was first received by us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Named Insured: 1 Priority Environmental Services, LLC dba A-1 Environmental, 1 Priority Acquisition, 1 Priority Holdings & West Texas Abatement



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GPL 2461633-02

Effective Date: 06/30/22

Name Insured & Mailing Address

1 Priority Environmental Services, LLC

Producer

IBTX Risk Services
32355 US Highway 281, #1201
Bulverde, TX 78163

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part One, Common Coverage Provisions

A. Section I – 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.

Solely with respect to this Paragraph **(b)**, if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

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.

Solely with respect to this Paragraph (ii), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

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.

Solely with respect to this Paragraph **(4)**, if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury" or "property damage" which occurs during the policy period and after the end of that minimum time period.

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 Common Coverage Provisions, Section **IV – Claims Provisions**, Paragraph **2**:

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 **V – Conditions**, Paragraph **8**:

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 **8.b.** of the **Other Insurance Condition** under Section **V –**:

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 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.



Designated Construction Project(s) Aggregate Limit

Coverage Part One – Commercial General Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-02	6/30/22	6/30/23		11227000	-----	-----

Named Insured and Mailing Address:

1 Priority Environmental Services, LLC
4028 Daley Ave.
Fort Worth, Tx 76180

Producer:

IBTX RISK SERVICES
10101 REUNION PL STE 100
SAN ANTONIO, TX 78216-4165

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that the following provisions apply to COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY only.

Schedule

Designated Construction Project(s): Construction projects as required by a written contract or written agreement executed and effective prior to providing services.

Total Designated Construction Project(s) Aggregate Limit: \$10,000,000

1. For all sums which the insured becomes legally obligated to pay as "damages" caused by "occurrences" under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY and for all medical expenses caused by accidents under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY which can be attributed **only** to ongoing operations at a single designated construction project shown in the Schedule above:
 - a. A separate Designated Construction Project Aggregate Limit applies to each construction project, and that limit is equal to the amount of the Policy Aggregate Limit shown in the Declarations.
 - b. The Total Designated Construction Project(s) Aggregate Limit, shown in the Schedule above, is the most we will pay for the sum of all "damages" caused by "occurrences" under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY and for all medical expenses caused by accidents under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY which can be attributed **only** to ongoing operations at designated construction projects.
 - c. The Designated Construction Project(s) Aggregate Limit is the most we will pay for the sum of all "damages" under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY, except "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY regardless of the number of:

(1) Insureds;

- (2) "Claims" made or "suits" brought; or
 - (3) Persons or organizations making "claims" or bringing "suits".
- d. Any payments made under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY or "damages" or under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY for medical expenses which can be attributed **only** to ongoing operations at designated construction projects shall reduce the Designated Construction Project Aggregate Limit for that designated construction project. Such payments shall **also** reduce the Total Designated Construction Project Aggregate Limit shown in the Schedule above. However such payments shall not reduce the Policy Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project Aggregate Limit for any other designated construction project shown in the Schedule above.
 - e. The limits shown in the Declarations for Each Incident, Damage to Premises Rented to You and Medical Expense continue to **apply**. However, instead of being subject to the Policy Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Aggregate Limits.
- 2. For all sums which the insured becomes legally obligated to pay as "damages" caused by "occurrences" under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY, and for all medical expenses caused by accidents under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY, which cannot be attributed **only** to ongoing operations at a single designated construction project shown in the Schedule above:
 - a. Any payments made under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY or "damages" or under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY for medical expenses shall reduce the amount available under the Policy Aggregate Limit shown in the Declarations; and
 - b. Such payments shall not reduce any Designated Construction Project Aggregate Limit or the Total Designated Construction Project Aggregate Limit.
 - 3. 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 shown in the declarations and not reduce the Designated Construction Project Aggregate Limit.
 - 4. 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.
 - 5. The provisions of Limits of Insurance and Deductible (Section III.) in the COMMON COVERAGE PROVISIONS not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Additional Insured-Automatic-Owners, Lessees Or Contractors



Coverage Part One-Commercial General Liability
Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-02	6/30/22	6/30/23			-----	-----

Named Insured and Mailing Address:

1 Priority Environmental Services, LLC
4028 DALEY AVE
FORT WORTH, TX 76180-8600

Producer:

IBTX RISK SERVICES
10101 REUNION PL STE 100
SAN ANTONIO, TX 78216-4165

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- ☐ COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
- ☒ COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;and resulting directly from:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,and resulting directly from:
 - (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, 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 to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible:**

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 you have entered into with the additional insured; or
- b. 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

5. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering 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; and
- (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 architectural, engineering or surveying services.

6. The additional insured must see to it that:

- a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;
- b. We receive written notice of a claim or "suit" as soon as practicable; and
- c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

- a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

Primary and Noncontributory Insurance

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

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

- b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

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 written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Contractual Liability - Railroads

Coverage Part One - Commercial General Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-02	6/30/22	6/30/23		11227000	-----	-----

Named Insured and Mailing Address:

1 PRIORITY ENVIRONMENTAL SERVICES, LLC
4028 DALEY AVE
FORT WORTH, TX 76180-8600

Producer:

IBTX Risk Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy and with respect to COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY and the coverage provided by this endorsement that:

Schedule

Scheduled Railroad: All railroads as required by written contract

Contract #: All contracts for work done for railroads

Designated Job Site(s): All job sites as required by written contract

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site shown in the Schedule above, the definition of "insured contract" in Definitions (Section VII.) in the COMMON COVERAGE PROVISIONS is deleted and 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 fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a

municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-02	6/30/22	6/30/23		11227000	-----	-----

Named Insured and Mailing Address:

1 PRIORITY ENVIRONMENTAL SERVICES, LLC
4028 DALEY AVE
FORT WORTH, TX 76180-8600

Producer:

IBTX Risk Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- [**X**] COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY
- [**X**] COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY
- [**X**] COVERAGE PART THREE – PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-02	6/30/22	6/30/23		11227000	-----	-----

Named Insured and Mailing Address:
1 PRIORITY ENVIRONMENTAL SERVICES, LLC
4028 DALEY AVE
FORT WORTH, TX 76180-8600

Producer:
IBTX Risk Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage
- Commercial Umbrella Liability Policy
- Commercial Umbrella Liability Policy – Claims Made and Reported Coverage
- Contractor’s Pollution Liability Insurance Policy
- Contractor’s Pollution Liability Insurance Policy - Claims Made and Reported Coverage
- Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage
- Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage
- Environmental Services Package Policy
- Excess Environmental Insurance Policy - Claims Made and Reported Coverage
- Follow Form Excess Liability Policy
- Follow Form Excess Liability Policy – Claims Made and Reported Coverage
- Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage
- Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage
- Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage
- Professional Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage
- Professional Environmental Consultant’s Liability Insurance Policy
- Professional Environmental Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage
- Public Entity Pollution Liability - Claims Made and Reported Coverage
- Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage
- Remediation Stop Loss
- Z Choice Pollution Liability
- Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage
- Z Choice™ Pollution Liability - Claims Made and Reported Coverage
- Z Link® Commercial General and Pollution Liability

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.** **3.** and **4.** above.

- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

POLICY NUMBER: BAP2461632-02

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: 1 PRIORITY ENVIRONMENTAL SERVICES, LLC

Endorsement Effective Date: 6/30/22

SCHEDULE

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

Blanket When Required By Written Contract

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

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



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP2461632-02	6/30/22	6/30/23		11227000	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.

(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

☒ 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 6/30/22 Policy No. WC7808524-01 Endorsement No.
Insured 1 Priority Environmental Services, LLC Premium

Insurance Company
Zurich American Insurance Co.

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

"ALL PERSONS AND/OR ORGANIZATIONS - OTHER THAN MANUFACTURERS OF ASBESTOS, MANUFACTURERS WHOSE COMPONENT PARTS INCLUDE ASBESTOS, OR DISTRIBUTORS OF A PRODUCT THAT CONTAINS ASBESTOS - THAT ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, 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."

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 6/30/22 Effective Policy No. WC7808524-01 Endorsement No.

Insured 1 Priority Environmental Services, LLC

Premium \$ N/A

Insurance Company Zurich American Insurance Company Countersigned by _____

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.
BAP2461632-02	6/30/22	6/30/23		11227000	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.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX – CONDITIONS**F. Notification To Others Of Cancellation**

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification to each person or organization shown in a Schedule provided to us by you. Such Schedule:
 - a. Must be initially provided to us within 15 days:
After the beginning of the policy period shown in the Declarations; or
After this endorsement has been added to policy;
 - b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
 - c. Must be in an electronic format that is acceptable to us; and
 - d. Must be accurate.Such Schedule may be updated and provided to us by you during the policy period. Such updated Schedule must comply with Paragraphs **b.**, **c.**, and **d.** above.
2. Our delivery of the electronic notification as described in Paragraph **1.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph **1.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to you.
3. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **1.** and **2.** of this endorsement.
4. Our delivery of electronic notification described in Paragraphs **1.** and **2.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - a. Extend the policy cancellation date;
 - b. Negate the cancellation; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
5. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **1.** and **2.** of this endorsement.

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 6/30/22

Policy No. WC7808524-01

Endorsement No.

Insured 1 Priority Environmental Services, LLC

Premium \$

Insurance Company Zurich American Ins Co