



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 14026 Thunderbolt Place Ste 200 Chantilly VA 20151	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 703-988-0900		<b>FAX (A/C. No.):</b> 703-988-9498
	<b>E-MAIL ADDRESS:</b> Joelle_Cutro@ajg.com		
<b>INSURED</b> ECS Southeast, LLC 14030 Thunderbolt Place Suite 500 Chantilly VA 20151	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> The Cincinnati Insurance Company		10677
	<b>INSURER B:</b> Federal Insurance Company		20281
	<b>INSURER C:</b> Bankers Standard Insurance Company		18279
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1230451329

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> X C U Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ENP 0219991	12/1/2024	12/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA 0559255	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	79891344	12/1/2024	12/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	(25) 7176-41-67	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

RE: Continuing Contract for Professional Geotechnical, Environmental and Construction Material Testing Services RFQu No. 24-752-023 The Owner, DeKalb County Board of Education and DeKalb County School District are included as Additional Insureds on a primary and non-contributory basis with respects to General Liability and Automobile Liability coverage where required by written contract. A waiver of subrogation is granted in favor of the above-listed parties where required by written contract. 30 days prior written notice of cancellation (10 days notice for non-payment of premium). Umbrella Follows form.

**CERTIFICATE HOLDER****CANCELLATION**

Dekalb County School District Attn: Richard Boyd Sam A. Moss Service Center, 1780 Montreal Road Tucker GA 30084	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **ENP 021 99 91**

Named Insured is the same as it appears in the Common Policy Dedarations

**LIMITS OF INSURANCE**

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE PREMISES
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA233	
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA233	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
CONTRACTORS - SUBCONTRACTED WORK (AL)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (AR)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (CA)	91581 E	██████████ COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (DE)	91581 E	██████████ COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (FL)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (GA)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (IL)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (IN)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (KY)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS -	91581 E	██████████	██████████	██████████	██████████	██████████

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
SUBCONTRACTED WORK (LA) INCL PROD AND/OR COMP OP		TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (MA)	91581 E	██████████ COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (MS)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (MT)	91581 E	██████████ TOTAL COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (NC)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (NJ)	91581 E	██████████ COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (NY)	91581 E	██████████ COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (OK) INCL PROD AND/OR COMP OP	91581 E	██████████ COST		██████████		█
CONTRACTORS - SUBCONTRACTED WORK (OR)	91581 E	██████████ COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (PA)	91581 E	██████████ COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (SC)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (TN)	91581 E	██████████ TOTAL COST	██████████	██████████	██████████	██████████
CONTRACTORS - SUBCONTRACTED WORK (TX)	91581 E	██████████ COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (VA)	91581 E	██████████ TOTAL COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (VT)	91581 E	██████████ COST	██████████	██████████	█	█
CONTRACTORS - SUBCONTRACTED WORK (WA)	91581 E	██████████ TOTAL COST	██████████	██████████	█	█
DRILLING (GA)	92101 B	██████████	██████████	██████████	██████████	██████████
DRILLING (LA) INCL PROD AND/OR COMP OP	92101 B	██████████		██████████		██████████
DRILLING (MS)	92101 B	██████████	██████████	██████████	██████████	██████████
DRILLING (NC)	92101 B	██████████	██████████	██████████	██████████	██████████

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
DRILLING (SC)	92101 B	A - Area B - Payroll C - Gross Sales D - Units E - Other				
DRILLING (TN)	92101 B					
ENGINEERS OR ARCHITECTS (AL) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (AR) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (GA) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (HI) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (KY) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (LA) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (MS) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (NC) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (SC) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (TN) INCL PROD AND/OR COMP OP	92663 B					
SEXUAL MISCONDUCT LIABILITY	20235					
ELECTRONIC DATA LIABILITY	27002					
PRIMARY/NONCONTRIBUTORY	29956					
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29917					
CONTRACTORS BROADENED COVERAGE	29975					
ADDITIONAL INSUREDS -	29915					

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other

OWNER, LESSEE, CONTRACTOR

ADDITIONAL INSUREDS - 29916  
OWNER, LESSEE, CONTRACTOR

ADDITIONAL INSUREDS - 29919  
OWNER, LESSEE, CONTRACTOR

ADDITIONAL INSUREDS - 29920  
OWNER, LESSEE, CONTRACTOR

ADDITIONAL INSUREDS - 29940  
OWNER, LESSEE, CONTRACTOR

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM [REDACTED]

**FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0118	12/04	LOUISIANA CHANGES - LEGAL ACTION AGAINST US
CG0125	03/03	LOUISIANA CHANGES - INSURING AGREEMENT
CG2672	03/02	LOUISIANA CHANGES - PREMIUM AUDIT CONDITION
CG2684	12/04	LOUISIANA CHANGES - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CONDITION
IA450C	11/87	LIMITED EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY EXCLUSION
CG0103	06/06	TEXAS CHANGES
CG0142	07/11	ARKANSAS CHANGES
CG0437	05/14	ELECTRONIC DATA LIABILITY
CG2010	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG2037	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG2132	05/09	COMMUNICABLE DISEASE EXCLUSION
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2404	12/19	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CG2414	04/13	WAIVER OF GOVERNMENTAL IMMUNITY
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
CG2661	10/01	MONTANA CHANGES - MEDICAL PAYMENTS
GA233	06/23	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	06/23	EXCLUSION - CYBER LIABILITY
GA369	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4094	09/20	PRIMARY/NONCONTRIBUTORY - OTHER INSURANCE CONDITION SCHEDULED PERSON OR ORGANIZATION
GA4113	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (FORM B) - CG 20 10 11 85
GA4164AR	02/02	ARKANSAS CHANGES - MULTI-YEAR POLICIES
GA4256VA	09/20	VIRGINIA CHANGES - COMMERCIAL GENERAL LIABILITY
GA4260WA	10/09	WASHINGTON CHANGES
GA4448NJ	02/15	NEW JERSEY CHANGES - LOSS INFORMATION
GA4518	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 10 07 04 - SCHEDULED PERSON OR ORGANIZATION

**FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

GA4519	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 37 07 04 - COMPLETED OPERATIONS
GA4522	12/20	LIABILITY DEDUCTIBLE (SPECIFIED WITH OPTION TO INCLUDE DAMAGES AND EXPENSES)
GA4523	05/20	BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT
GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
GA214	08/02	SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY

---

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT</p>	<p>ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

However:

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

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

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

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

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

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

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

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF

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

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**BROAD FORM CONTRACTORS ADDITIONAL INSURED -  
AUTOMATIC STATUS AND AUTOMATIC WAIVER OF  
SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT,  
AGREEMENT, PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Additional Insured - Owners, Lessees Or  
Contractors - Automatic Status For Other  
Parties When Required In Written Contract  
Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement.* Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

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

**b.** "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:*

**(1)** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

**(2)** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

**2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

**a.** *Arising out of* your ongoing operations or *arising out of* "your work"; or

**b.** By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing

operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. 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.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.
2. With respect to the insurance afforded to the additional insureds described in Para-

graph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C.** The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

However, Paragraphs **C.1.** and **C.2.** above do not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

- D.** With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

1. The most we will pay on behalf of the additional insured is the amount of insurance:
  - a. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
  - b. Available under the applicable limits of insurance;whichever is less.

However, Paragraph **D.1.** does not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

2. This endorsement shall not increase the applicable limits of insurance.

**E. Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

**F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

**G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

**Designated Construction Project(s):**

**EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS**

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

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

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



# The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

## COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL

POLICY NUMBER EBA 055 92 55

**NAMED INSURED** ECS SOUTHEAST LLC  
REFER TO IA905  
**ADDRESS** ATTN: CORPORATE ACCOUNTING  
(Number & Street, 14030 THUNDERBOLT PL # 500  
Town, County, CHANTILLY, VA 20151-3227  
State & Zip Code)

**Previous Policy Number:**  
EBA0559255

**Policy Period:** At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

### All coverages except Automobile and / or Garage

Policy number: FROM: TO:

### Automobile and / or Garage

Policy number: EBA 055 92 55 FROM: 12-01-2024 TO: 12-01-2025

Agency ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC 45-108  
City CHANTILLY, VA

### Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

### FORMS APPLICABLE TO ALL COVERAGE PARTS:

SKY1	11/15	NOTICE
IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA905	02/98	NAMED INSURED SCHEDULE
IA4480LA	04/16	LOUISIANA CHANGES - POLLUTANTS
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP404TN	06/94	IMPORTANT INFORMATION TO POLICYHOLDERS TENNESSEE
IP446	08/01	NOTICE TO POLICYHOLDERS
AP403VA	10/14	IMPORTANT INFORMATION TO POLICYHOLDERS VIRGINIA
IA325	01/23	WAR EXCLUSION
IA4338	05/24	SIGNATURE ENDORSEMENT
IA4376KY	12/09	KENTUCKY TAXES ENDORSEMENT
MI1384KY	06/92	NOTICE TO KENTUCKY INSUREDS - AUTOMOBILE COVERAGES
AA505	03/06	BUSINESS AUTO COVERAGE PART DECLARATIONS
AA507VA	01/17	BUSINESS AUTO COVERAGE PART DECLARATIONS - VIRGINIA

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

## **NAMED INSURED SCHEDULE**

This Schedule supplements the Declarations.

### **SCHEDULE**

Named Insured:

**ECS SOUTHEAST LLC  
GEM ENGINEERING INC  
ATLANTA ENVIRONMENTAL MANAGEMENT INC**

# THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

## BUSINESS AUTO COVERAGE PART DECLARATIONS

**ITEM ONE**

Attached to and forming part of POLICY NUMBER: EBA 055 92 55

Named Insured is the same as it appears in the Common Policy Declarations.

**ITEM TWO**

**SCHEDULE OF COVERAGES AND COVERED AUTOS**

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of Insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT  THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)	5	Separately stated in each P.I.P. endorsement minus \$ <b>NONE</b> Ded.	INCL
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus \$ Ded	
AUTO. MEDICAL PAYMENTS	2	\$ 5,000	INCL
UNINSURED MOTORISTS	2, 10	\$ <b>SEE AA4183</b>	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2, 10	\$ <b>SEE AA4183</b>	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$ <b>SEE AA4183</b> Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$ <b>SEE AA4183</b> Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR	10	\$ <b>SEE AA4183</b> for each disablement of a private passenger auto	INCL
PREMIUM FOR ENDORSEMENTS			INCL
*ESTIMATED TOTAL PREMIUM			INCL

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4183 02/06 AUTOMOBILE SCHEDULE  
 AA101 03/06 BUSINESS AUTO COVERAGE FORM  
 AA4073LA 04/98 LOUISIANA STATE SPECIFIC ENDORSEMENTS ADVISORY NOTICE TO POLICYHOLDERS

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4376MS 01/21 MISSISSIPPI UNINSURED MOTORISTS COVERAGE BODILY INJURY AND  
PROPERTY DAMAGE - STACKED

CA0103 10/13 LOUISIANA CHANGES

CA2148 10/13 LOUISIANA UNINSURED MOTORISTS COVERAGE - BODILY INJURY

CA2181 10/13 LOUISIANA UNINSURED MOTORISTS COVERAGE - PROPERTY DAMAGE

ILU039 11/14 MISSISSIPPI UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION

ILU054 09/08 STATE OF LOUISIANA UNINSURED / UNDERINSURED MOTORIST BODILY INJURY  
COVERAGE FORM

AA2009 01/17 CHANGES - TOWING AND LABOR

AA252AL 12/13 ALABAMA UNINSURED MOTORISTS COVERAGE

AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

AA4001KY 11/16 KENTUCKY UNINSURED MOTORIST COVERAGE

AA4002KY 11/16 KENTUCKY UNDERINSURED MOTORIST COVERAGE

AA4004 03/06 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

AA4026SC 01/16 SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE

AA4027SC 09/24 SOUTH CAROLINA UNDERINSURED MOTORIST COVERAGE

AA4059SC 09/97 NOTICE TO POLICYHOLDERS

AA405SC 01/99 NOTICE TO POLICY HOLDERS SOUTH CAROLINA PHYSICAL DAMAGE DEDUCTIBLE  
OPTIONS

AA4106AL 03/00 IMPORTANT NOTICE ABOUT THE POLICY OF INSURANCE FOR WHICH YOU HAVE  
APPLIED

AA4124SC 09/19 SOUTH CAROLINA OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND  
OPTIONAL UNDERINSURED MOTORIST COVERAGE

AA4153AL 11/13 UNINSURED MOTORISTS INSURANCE OPTION SELECTION OR REJECTION FORM  
ALABAMA

AA4154AL 01/04 UNINSURED MOTORISTS COVERAGE(S) OPTION SELECTION FORM - ADDENDUM  
ALABAMA

AA4214 08/07 COVERED AUTO DESIGNATION SYMBOL

AA4223SC 07/24 SOUTH CAROLINA CHANGES

AA4231 08/08 SUPPLEMENTARY SCHEDULE FOR BUSINESS AUTO--ITEMS FOUR, FIVE, AND  
SIX

AA4234GA 10/17 GEORGIA UNINSURED MOTORIST COVERAGE - ADDED-ON TO AT-FAULT  
LIABILITY LIMITS

AA4241GA 10/17 GEORGIA UNINSURED/UNDERINSURED MOTORIST COVERAGE OFFER AND OPTION  
SELECTION FORM

AA4243NC 02/10 NORTH CAROLINA UNINSURED / UNDERINSURED MOTORISTS COVERAGE NOTICE

AA4263 04/10 OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT

AA4330KY 11/17 UNINSURED/UNDERINSURED MOTORIST COVERAGE OPTION  
SELECTION/REJECTION FORM - KENTUCKY

AA4364SC 06/19 SOUTH CAROLINA NOTICE TO POLICYHOLDERS - COMMERCIAL AUTOMOBILE  
CANCELLATION

AA4409KY 11/24 KENTUCKY CHANGES

AA450 10/10 COMPOSITE RATE AUTO ENDORSEMENT

AA480TN 02/06 TENNESSEE UNINSURED MOTORISTS COVERAGE

ACORD60SC 09/19 SOUTH CAROLINA AUTO SUPPLEMENT

AP401TN 08/22 UNINSURED MOTORISTS COVERAGE OPTION SELECTION FORM TENNESSEE

AP415NC 01/09 NORTH CAROLINA SELECTION OF HIGHER UNINSURED/UNDERINSURED  
MOTORISTS COVERAGE LIMITS

CA0126 07/10 NORTH CAROLINA CHANGES

CA0146 07/01 TENNESSEE CHANGES

CA2116 04/10 NORTH CAROLINA UNINSURED MOTORISTS COVERAGE

CA2216 03/11 KENTUCKY PERSONAL INJURY PROTECTION

MCS90 05/23 ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC  
LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF  
1980

AA247 03/06 DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED  
INDIVIDUALS

AA261 07/14 AUTO MEDICAL PAYMENTS COVERAGE

AA261SC 01/15 AUTO MEDICAL PAYMENTS COVERAGE - SOUTH CAROLINA

AA288 06/20 CINCIPLUS® BUSINESS AUTO XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT

\* This policy may be subject to final audit

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

**CinciPlus®**  
**BUSINESS AUTO XC+®**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

- b. 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 by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

#### **E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

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

#### **F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

#### **G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

#### **H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

#### **I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

#### J. Rental Reimbursement

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### K. Transportation Expense - Higher Limits

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### L. Airbag Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

**Item 1. Name & Mailing Address of the Insured**

ECS SOUTHEAST, LLC  
14030 THUNDERBOLT PLACE  
SUITE 500  
CHANTILLY, VA 20151

FEIN 20-2806940

TEL#: # of EMP:

UI#:

Insured is: Limited Liability Partnership

**Name & Address of the Producer**

ARTHUR J GALLAGHER RISK MANAGEMENT  
SERVICES LLC  
14026 THUNDERBOLT DRIVE  
SUITE 200  
CHANTILLY 20151

Producer Number 0050141

**Issued by** Bankers Standard Insurance  
Company  
a stock insurance company  
incorporated in PENNSYLVANIA

**N.C.C.I. Carrier Code** 20206

**Policy Number** (25) 7176-41-67

Previous Policy Number (24) 7176-41-67

OTHER WORK PLACES NOT SHOWN ABOVE - SEE ATTACHED EXTENSION OF INFORMATION PAGE

**Item 2. POLICY PERIOD**

12:01 A.M. standard time at the insured's mailing address FROM 12/01/24 TO 12/01/25

**Item 3. A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the states listed here: AL, GA, HI, KY, LA, MS, NC, SC, TN

**B. EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in Item

3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

**C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here: All States, Except states designated in Item 3.A and ND, OH, WA, WY

**D. Endorsements (Form No.) Refer To Extension of Information Page "List of Endorsements & Schedules"**

**Item 4.** The Premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

**Refer to Extension of Information Page**

Minimum Premium: \$  
Minimum Premium State: MISSISSIPPI  
Expense Constant: MISSISSIPPI (\$250 INCL)  
Premium Adjustment Period: AT EXPIRATION

Total Estimated Premium:  
Total State Surcharges:  
Total Estimated Charge:  
Deposit Amount:

**CHUBB GROUP OF INSURANCE COMPANIES:**

1001 G STREET NW  
SUITE 400  
WASHINGTON, DC 20001-1401



11/08/24

Authorized Representative and Date Signed

Issue Date: 11/08/24

Form WC 00 00 01A (Rev. 5-88) Includes copyright material of the National Council on Compensation Insurance, used with its permission. Copyright 1987, National Council on Compensation Insurance

**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

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-01-24** Policy No. **71764167**

Endorsement No.

Insured **ECS SOUTHEAST, LLC**

Premium \$ **Incl.**

Insurance Company **Bankers Standard Insurance Company**

Countersigned By \_\_\_\_\_

**Declarations**

**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road,**  
**Whitehouse Station, NJ 08889**

*Named Insured and Mailing Address*

ECS SOUTHEAST, LLC  
 14030 THUNDERBOLT PLACE  
 SUITE 500  
 CHANTILLY, VA 20151

*Policy Number* 7989-13-44

*Issued by the stock insurance company indicated below, herein called the company.*

**FEDERAL INSURANCE COMPANY**

*Producer No.* IT9573 / 0050141

*Incorporated under the laws of INDIANA*

*Producer* ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES LLC  
 14026 THUNDERBOLT DR 200  
 CHANTILLY, VA 20151-0000

**Policy Period**

From: DECEMBER 1, 2024 To: DECEMBER 1, 2025  
 12:01 A.M. standard time at the Named Insured's mailing address shown above.

**Premium****Limits of Insurance**


Excess Coverage Other Aggregate Limit (as applicable)	\$5,000,000
Umbrella Coverages Aggregate Limit	\$5,000,000
Products Completed Operations Aggregate Limit	\$5,000,000
Advertising Injury and Personal Injury Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000

**Authorization**

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers.

**FEDERAL INSURANCE COMPANY**

  
 Secretary

  
 President

*Authorized Representative*

December 10, 2024



**Chubb. Insured.™**

**Schedule Of Underlying Insurance**

Effective Date: DECEMBER 1, 2024

Policy Number: 7989-13-44

Insured: ECS SOUTHEAST, LLC

<b>Description</b>	<b>Limits</b>
--------------------	---------------

---

**Employers Liability**

Insurer: BANKERS STANDARD INSURANCE COMPANY

Policy No.: 7176-41-67 *Coverage B - Employer's Liability*

Policy Period: 12/01/2024 *Bodily Injury By Accident*

to: 12/01/2025 \$1,000,000 *Each Accident*

*Bodily Injury By Disease*

\$1,000,000 *Policy Limit*

\$1,000,000 *Each Employee*

---

**Commercial General Liability**

Insurer: THE CINCINNATI INDEMNITY COMPANY

Policy No.: ENP 021 99 91 \$1,000,000 *Each Occurrence*

Policy Period: 12/01/2024 \$2,000,000 *General Aggregate*

to: 12/01/2025 \$2,000,000 *Products/Completed Operations Aggregate*

Occurrence \$1,000,000 *Personal and Advertising Injury (aggregate when applicable)*

---

**Automobile Liability**

Insurer: THE CINCINNATI INSURANCE COMPANY

Policy No.: EBA 055 92 55 \$1,000,000 *Each Accident*

Policy Period: 12/01/2024

to: 12/01/2025

---

**Schedule Of Underlying Insurance**

Effective Date: DECEMBER 1, 2024

Policy Number: 7989-13-44

Insured: ECS SOUTHEAST, LLC

**Description** **Limits**

---

**Employee Benefits Liability**

Insurer: THE CINCINNATI INDEMNITY COMPANY

Policy No.: ENP 021 99 91 \$1,000,000 *Each Claim*

Policy Period: 12/01/2024  
to: 12/01/2025 \$3,000,000 *Aggregate*

Claims Made

Retroactive Date 12/01/2013

---

**Authorization** All other terms and conditions remain unchanged.

Authorized Representative

December 10, 2024



*Schedule Of Forms*

*Policy Period*            DECEMBER 1, 2024    To    DECEMBER 1, 2025

*Effective Date*            DECEMBER 1, 2024

*Policy Number*            7989-13-44

*Insured*                    ECS SOUTHEAST, LLC

*Name of Company*        FEDERAL INSURANCE COMPANY

*Date Issued*                December 10, 2024

*Form Number*

*As of the effective date printed above, this is the Schedule Of Forms applicable to this policy:*

PREMIUM BILL	07-10-0542	(10/06)
PREMIUM BILL	07-10-0542I	(10/06)
IMPORTANT INFORMATION TO POLICYHOLDERS -VA	07-10-0329	(07/01)
DIRECT BILL NOTICE	99-10-0460	(02/97)
IMPORTANT NOTICE TO POLICYHOLDERS-TRIA 2002	99-10-0732	(01/15)
VIRGINIA IMPORTANT NOTICE - CONTACT INFO.	99-10-0786	(01/04)
IMPORTANT NOTICE - OFAC	99-10-0796	(09/04)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	(06/07)
COMMERCIAL EXCESS AND UMBRELLA DECLARATIONS	07-02-2315	(02/09)
SCHEDULE OF UNDERLYING INSURANCE	07-02-0922	(07/01)
CHUBB COMMERCIAL EXCESS & UMBRELLA INSURANCE	07-02-0815	(07/01)
COND VA - CANCEL AND WHEN WE DO NOT RENEW	07-02-2049	(04/04)
VA MAND-WHO IS INSURED/NEWLY ACQ OR FORM ORGS	07-02-2050	(01/04)
CONDITIONS VIRGINIA MANDATORY - CHANGES	07-02-2058	(01/04)
VA-COVERAGE CRISIS ASSISTANCE EXCESS AND UMB	07-02-2354	(04/11)
COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	07-02-2483	(03/12)
CARE, CONTROL OR CUSTODY - POLICY EXCLUSION	07-02-0837	(07/01)
CONTRACTORS EXCLUSION	07-02-0838	(07/01)
POLICY EXCLUSION-SCHED PERSON OR ORGANIZATION	07-02-0857	(03/06)
PROFESSIONAL SERVICES EXCL	07-02-0864	(07/01)
POLLUTION EXCL. - EXCESS FOLLOW-FORM COV. A	07-02-0885	(07/01)
PRODUCTS COMPLETED - COV. B EXCLUSION	07-02-0890	(07/01)
LIMITATIONS ON WHO IS AN INSURED - COV. B	07-02-0951	(07/01)
LEAD EXCLUSION	07-02-1153	(07/01)
NAMED INSURED	07-02-1477	(07/01)
BIOLOGICAL AGENTS EXCL.	07-02-1692	(07/01)
CAP ON CERTIFIED TERRORISM LOSSES	07-02-1961	(01/15)

---

COVERAGE/EX FOLLOW-FORM COV A-CLAIMS MADE-VA	07-02-2053	(07/13)
LIMITS OF INS-NON-ACCUMULATION OF LIMITS VA	07-02-2054	(01/04)
POLICY EXCL-EXT INSULATION & FINISH SYS(EIFS)	07-02-2154	(03/06)
EXCL. ASBESTOS,SILICA,SIM CMPDS, MIXED DUST	07-02-2194	(04/05)
CONDITIONS - OTHER INSURANCE	07-02-2291	(03/10)
COV B EXCL-INTELLECTUAL PROP LAWS OR RIGHTS	07-02-2420	(05/10)
CRISIS ASSISTANCE SERVICE PROVIDERS	07-02-2455	(12/10)
NOTICE OF CANCEL SCHED PERSONS/ORG EXCPT NP	07-02-2472	(03/11)
POL EXCL-ABUSE MOLEST, ACTL, ALLGD OR THREAT	07-02-2518	(05/12)
POLICY EXCLUSION - WAR	07-02-2741	(03/17)
POLICY EXCLUSION – VIOLATION OF LAWS ADDRESSING DATA PRIVACY	07-02-2978	(04/23)
EXCLUSION/UMBRELLA COVERAGE B – CYBER INCIDENT	07-02-2997	(11/23)
CONDITION - ADDITIONAL BENEFITS	07-02-3008	(03/24)
POLICY EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW	07-02-2172	(06/23)
COV A EXCL – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC DATA-RELATED LIABILITY WITH EXCEPTIONS; COV B EXCL – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC DATA-RELATED LIABILITY	07-02-2853	(04/23)

*Endorsement*

*Policy Period*            DECEMBER 1, 2024    To    DECEMBER 1, 2025

*Effective Date*            DECEMBER 1, 2024

*Policy Number*            7989-13-44

*Insured*                    ECS SOUTHEAST, LLC

*Name of Company*        FEDERAL INSURANCE COMPANY

*Date Issued*                December 10, 2024

---

Under Conditions, Other Insurance is deleted and replaced by the following:

**Conditions***Other Insurance*

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

- A. This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.
- B. We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.
- C. We will only pay our share of the amount of **loss**, if any, that exceeds the sum of the total:
  1. amount that all **other insurance** would pay for loss in absence of this insurance; and
  2. of all deductible and self-insured amounts under all **other insurance**.
- D. This insurance is not subject to the terms or conditions of any **other insurance**.

However, with respect to Coverage/Excess Follow-Form Coverage A only, paragraphs A. and B. above do not apply if:

- **underlying insurance** has agreed to provide insurance on a primary non-contributory basis to a person or organization; and

---

**Conditions**

*Other Insurance  
(continued)*

- the **insured** is obligated pursuant to a written contract or agreement, made prior to injury, damage or offense covered by this insurance, to provide such person or organization with insurance on a primary or non-contributory basis under this insurance;

then this insurance will not seek contribution from insurance available to such person or organization.

All other terms and conditions remain unchanged.

Authorized Representative

December 10, 2024

A handwritten signature in black ink, appearing to read "P. M. W.", is written over a horizontal line.

**Contract**

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

---

**Coverage/  
Excess Follow-Form  
Coverage A**

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured**, that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance**; or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

---

**Coverages/  
Umbrella Coverage B**
**Bodily Injury And  
Property Damage  
Liability Coverage**

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

---

**Coverages/  
Umbrella Coverage B**

***Bodily Injury And  
Property Damage  
Liability Coverage  
(continued)***

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

This coverage does not apply to any part of:

- A. **loss** to which **underlying insurance** would apply, regardless of whether or not:
  - 1. **underlying insurance** is available; and
  - 2. the applicable **underlying limits** have been exhausted;
- B. **loss** to which **underlying limits** apply; or
- C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

---

***Advertising Injury And  
Personal Injury  
Liability Coverage***

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** because of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

This coverage does not apply to any part of:

- A. **loss** to which **underlying insurance** would apply, regardless of whether or not:
  - 1. **underlying insurance** is available; and
  - 2. the applicable **underlying limits** have been exhausted;
- B. **loss** to which **underlying limits** apply; or
- C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

**Investigation, Defense  
And Settlements**

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured**:

- under Excess Follow-Form Coverage A, against a **suit** in connection with **loss** to which such coverage applies, if the applicable **underlying limits** have been exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits); or
- under Umbrella Coverage B, against a **suit** to which such coverage applies, even if such **suit** is false, fraudulent or groundless.

We have no duty to defend any person or organization against any claim or **suit**:

- to which this insurance does not apply; or
- if any other insurer has a duty to defend.

When we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or **suit**. In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any occurrence, offense, claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

**Supplementary  
Payments**

Subject to all of the terms and conditions of this insurance, under Excess Follow-Form Coverage A or Umbrella Coverage B:

- A. we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:
1. the expenses we incur.
  2. the cost of:
    - a. bail bonds; or
    - b. bonds required to:
      - (1) appeal judgments; or
      - (2) release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
  3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
  4. costs taxed against the **insured** in the **suit**, except any:
    - a. attorney fees or litigation expenses; or
    - b. other loss, cost or expense;

in connection with any injunction or other equitable relief.
  5. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

---

**Supplementary  
Payments**  
(continued)

6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.
- B. Supplementary Payments does not include any fine or other penalty.
- C. Supplementary Payments will not reduce the Limits Of Insurance.
- Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

---

**Coverage Territory**

*Excess Follow-Form  
Coverage A*

With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable **underlying insurance** applies.

---

*Umbrella Coverage B*

With respect to Umbrella Coverage B, this insurance applies anywhere.

---

**Who Is An Insured/  
Excess Follow-Form  
Coverage A**

With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as **insureds**:

- the Named **Insured** shown in the Declarations; and
- other persons or organizations qualifying as an insured in **underlying insurance**, but not beyond the extent of any limitation imposed under any contract or agreement.

---

**Who Is An Insured/  
Umbrella Coverage B**

With respect to Umbrella Coverage B, the following persons and organizations qualify as **insureds**.

*Sole Proprietorships*

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

---

*Partnerships Or Joint  
Ventures*

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

---

**Who Is An Insured/  
Umbrella Coverage B**  
(continued)

---

**Limited Liability Companies** If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

---

**Other Organizations** If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

---

**Employees** Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

---

**Volunteers** Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

---

**Real Estate Managers** Persons (other than your **employees**) or organizations while acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

---

**Lessors Of Equipment** Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

---

**Lessors Of Premises** Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

---

---

## **Who Is An Insured/ Umbrella Coverage B**

(continued)

### **Subsidiary Or Newly Acquired Or Formed Organizations**

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

---

### **Limitations On Who Is An Insured**

With respect to Umbrella Coverage B, the following limitations apply to Who Is An Insured.

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
  - 1. ownership, maintenance or use of any assets; or
  - 2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any:
    - **bodily injury** or **property damage** that occurred; or
    - **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.
- C. No person or organization is an **insured** with respect to the conduct of any partnership (including any limited liability partnership), joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

---

### **Limits Of Insurance**

With respect to all coverages under this contract, 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;
- persons or organizations making claims or bringing **suits**;
- vehicles involved; or
- coverages provided in this contract.

**Limits Of Insurance**

*(continued)*

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in **underlying insurance** apply in such manner. If the aggregate limits in **underlying insurance** do not so apply, the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**Excess Coverage Other Aggregate Limit**

Subject to the Each Occurrence Limit, the Excess Coverage Other Aggregate Limit is the most we will pay for the sum of **loss** under Excess Follow-Form Coverage A, except **loss**:

- included in the products-completed operations hazard;
- arising out of advertising injury or personal injury; or
- otherwise covered by **underlying insurance**, but to which no aggregate limit in such **underlying insurance** applies.

The Excess Coverages Other Aggregate Limit will apply separately to **loss** in the same manner as each aggregate limit so applies in each coverage or policy described in the Schedule Of Underlying Insurance.

**Umbrella Coverages Aggregate Limit**

Subject to the Each Occurrence Limit, the Umbrella Coverages Aggregate Limit is the most we will pay for the sum of **loss** under Umbrella Coverages, except **loss**:

- included in the **products-completed operations hazard**; or
- arising out of **advertising injury** or **personal injury**.

**Products-Completed Operations Aggregate Limit**

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of **loss** included in the products-completed operations hazard, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

**Advertising Injury And Personal Injury Aggregate Limit**

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of **loss** for advertising injury and personal injury, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

**Each Occurrence Limit**

The Each Occurrence Limit is the most we will pay for the sum of **loss** arising out of any one occurrence, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Any amount paid for **loss** will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.