

AMENDMENT NO. 2

This Amendment modifies Contract No. 2138-18682, for Various Planning Services Various Various (Task Orders) by and between the County of Cook, Illinois, herein referred to as "County" and CDM Smith, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on January 13, 2022, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Various Planning Services Various Various (Task Orders), (hereinafter referred to as the "Services"), from February 1, 2022 through January 31, 2025, in the amount of \$2,500,000.00, with two (2), one (1) year renewal options; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on October 30, 2024, to increase the Contract in the amount of \$145,000.00 and the Total Contract Amount was revised to \$2,645,000.00 and to renew the Contract for one (1) year beginning on February 1, 2025 through January 31, 2026.

Whereas, the Contract will expire January 31, 2026, and the agreed upon Services are still required; and

Whereas, pursuant to Article 4 of the Contract, the County and Contractor desire to renew the Contract for twelve (12) months beginning on February 1, 2026, through January 31, 2027.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through January 31, 2027.
2. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, Certificate of Insurance, and Economic Disclosures Statement under Attachment A are incorporated and made a part of this Contract.
3. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to authority of the Chief Procurement Officer, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

County of Cook, Illinois

By: Raffi Sarrafian
Chief Procurement Officer


Date: _____

By: _____
State's Attorney (if applicable)

Type or print name (if applicable)

Date: _____

CDM Smith, Inc.



Signed
Steve Pasinski

Type or print name

Vice President

Title

Date: 10/15/2025

ATTACHMENT A

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract.

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS

Section 2: Certifications Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W Washington St Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity,
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act Act 15 U S C Section 1 *et seq* ,
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government,
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act 15 U S C Section 1, *et seq* ,
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State,
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to, or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3)

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract

Name

Address

Not Applicable

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes ☐ No ☒

- b) If yes, list business addresses within Cook County

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes ☐ No ☒

3 THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either

- a) The following is a complete list of all real estate owned by the Applicant in Cook County

PERMANENT INDEX NUMBER(S) Not Applicable

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below

No Response

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name CDM Smith Inc
 D/B/A CDM Smith FEIN # Only 04-2473650
 Street Address 125 S Wacker Drive, Suite 2510
 City Chicago State IL Zip Code 60606
 Phone No 312-780-7837 Fax Number _____ Email pasinskiss@cdmsmith.com

Cook County Business Registration Number 5126-678-1 (State of Illinois Office of Secretary of State Good Standing)
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable) 5126-678-1 (State of Illinois Office of Secretary of State Good Standing)

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration.

- 1 List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder

Name	Address	Percentage Interest in Applicant/Holder
Timothy B Wall	75 State Street, Suite 701, Boston, MA 02109	6 2%

- 2 If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held

Name of Agent/Nominee	Name of Principal	Principal's Address
Not Applicable		

- 3 Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers For all limited liability companies, list the names, addresses for all members For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Please see attached list of corporate officers			

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Steve S. Pasinski

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

pasinskiss@cdmsmith.com

E-mail address

Subscribed to and sworn before me
this 20 day of October, 2025.

X

Notary Public Signature

Vice President

Title

October 20, 2025

Date

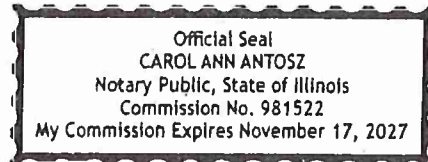
312-780-7837

Phone Number

My commission expires:

11/17/2027

Notary Seal





COOK COUNTY BOARD OF ETHICS
 69 W WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: CDM Smith IncAddress of Person Doing Business with the County: 125 S Wacker Drive, Suite 2510, Chicago, IL 60606Phone number of Person Doing Business with the County: 312-780-7837Email address of Person Doing Business with the County: pasinskiss@cdmsmith.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Steve S Pasinski, Vice President

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2138-18682

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,645,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Lisa Freelon OCPO Lisa.Freelon@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Jesse Elam Director of Strategic Planning and Policy Department of Transportation & Highways Jesse.Elam@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Not Applicable			

If more space is needed, attach an additional sheet following the above format

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows.**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Not Applicable			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Not Applicable			

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Not Applicable

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

Not Applicable

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

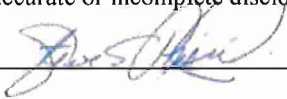
Nature of Familial
Relationship*

Not Applicable

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient



October 20, 2025

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2138-18682

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CDM Smith Inc.

Substantial Owner Complete Name: Not Applicable

FEIN# 04-2473650

Date of Birth: Not Applicable E-mail address: pasinskiss@cdmsmith.com

Street Address: 125 S. Wacker Drive, Suite 2510

City: Chicago State: IL Zip: 60606

Home Phone: (312) 780 - 7837

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	<i>Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,</i> YES or <u>NO</u>
No	<i>Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,</i> YES or <u>NO</u>
No	<i>Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,</i> YES or <u>NO</u>
No	<i>Employee Classification Act, 820 ILCS 185/1 et seq.,</i> YES or <u>NO</u>
No	<i>Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,</i> YES or <u>NO</u>
No	<i>Any comparable state statute or regulation of any state, which governs the payment of wages</i> YES or <u>NO</u>

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or **NO**
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or **NO**
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or **NO**
- No Other factors that the Person or Substantial Owner believe are relevant. YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____ Date: 10/20/2025

Name of Person signing (Print): Steve S. Pasinski Title: Vice President

Subscribed and sworn to before me this 20th day of October, 2025

X Carol Ann Antosz _____
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

CDM Smith

Corporation's Name

617-452-6000

Telephone

Secretary Signature

Paul Milligan
Paul Milligan

Anthony Bouchard -
President's Printed Name and Signature

bouchardab@cdmsmith.com

Email

Date

10/22/25

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

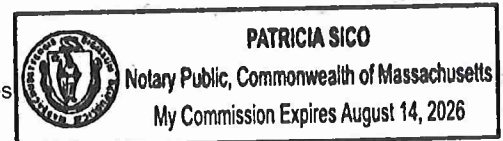
22nd day of October, 2025

Notary Public Signature

Patricia Sico

My commission expires

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS
HEREBY EXECUTED BY

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM

Assistant State's Attorney
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

2138-18682

Contract #

2/1/2022 - 1/31/2025, 1st renewal option 1/31/2025-1/31/2026, 2nd renewal option 1/31/2026-1/31/2027

Original Contract Term

Renewal Options (If Applicable)

\$2,645,000.00

Contract Amount

1/13/2022

Cook County Board Approval Date (If Applicable)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/13/2025

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).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER C: ACE Property & Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER D: Underwriters At Lloyds London</td><td>15792</td></tr><tr><td>INSURER E: Hartford Accident & Indemnity Company</td><td>22357</td></tr><tr><td>INSURER F: Twin City Fire Insurance Company</td><td>29459</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Hartford Fire Insurance Co.	19682	INSURER C: ACE Property & Casualty Insurance Co.	20699	INSURER D: Underwriters At Lloyds London	15792	INSURER E: Hartford Accident & Indemnity Company	22357	INSURER F: Twin City Fire Insurance Company	29459
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INSURER D: Underwriters At Lloyds London	15792														
INSURER E: Hartford Accident & Indemnity Company	22357														
INSURER F: Twin City Fire Insurance Company	29459														

COVERAGES**CERTIFICATE NUMBER:** 570114918387**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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			08CSEQU4161	01/01/2025	01/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XEUG28194687009	01/01/2025	01/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WNQU4160 AOS 08WBRQU4163 WI	01/01/2025	01/01/2026	<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
D	Architects & Engineers Professional			PSDEF2500033 Professional/Claims Made	01/01/2025	01/01/2026	Each Claim \$3,000,000 Aggregate \$3,000,000 Deductible \$5,000,000

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

RE: (CCDOH), IL - RFQ 2138-18682 - VARIOUS Planning Services, Project Name: Cook Count On Call Planning Services, Project Number: 270992, Contract Number: 2138-18682, Description: Provide Cook County Department of Transportation and Highways with professional consulting support services for planning, research, and stakeholder engagement related to the development of improved mobility studies, Professional Services Agreement. Cook County Department of Transportation and Highways, 69 West Washington, Suite 2900, Chicago, IL 60602, Cook County, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Pollution Liability policies. General Liability and Automobile Liability policies evidenced

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER Cook County Department of Transportation and Highways Attn: Lisa Freelon, Office of the Chief Procurement Officer 69 West Washington St. Chicago IL 60606 USA	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 <i>Aon Risk Services Northeast, Inc.</i>
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THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
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**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570114918387			
CARRIER See Certificate Number: 570114918387	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Cook County Department of Transportation and Highways, 69 west Washington, Suite 2900, Chicago, IL 60602, Cook County, its officials, employees and agents in accordance with the policy provisions of the General Liability, Automobile Liability, Workers' Compensation, Professional Liability and Pollution Liability policies. Umbrella Liability Policy is Follow from.



AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570114918387		
CARRIER See Certificate Number: 570114918387	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

01.01.25 - 01.01.26 Professional

Policy: PSDEF2500033

Beazley (Syndicates 2623/0623) - 25%

BRIT (Syndicate 2987) - 25%

Arch Insurance (UK) Limited - 5%

Convex Insurance UK Limited - 7.5%

Lloyds Syndicates - 12.5% 4242 - 6.25%, 457 - .9375% - 1.5625%, 4711 - 1.25%, 1686 - 1.25%, 5555 - 1.25%

Lloyds Syndicate 1458 - 10%

Lloyds Syndicate 1618 - 15%

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
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and 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 an additional insured under your policy provided that:

- (1) The additional 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 the additional insured.

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Where required by written contract of agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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: CDM Smith, Inc

Endorsement Effective Date: 01/01/2025

SCHEDULE

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

BLANKET AS 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.

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: CDM Smith, Inc. **End**

Endorsement Effective Date: 01/01/2025

SCHEDULE

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

AS REQUIRED BY WRITTEN CONTRACT

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.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:Part A: 30Part B: 10Part C: 30**Name of Certificate Holder:**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 08 WBR QU4163

Endorsement Number:

Effective Date: 01/01/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CDM Smith, Inc.

75 State Street, Suite 701
Boston, MA 02109

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

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

ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 08 WN QU4160

Endorsement Number:

Effective Date: 01/01/2025 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CDM Smith, Inc.

75 State Street, Suite 701
Boston, MA 02109

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

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

ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

Policy Number: 08 WN QU4160

Endorsement Number:

Effective Date: 01/01/2025 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: CDM Smith, Inc.
75 State Street, Suite 701
Boston, MA 02109

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

Schedule

Number of Days Notice:

Part A: 90

Part B: 10

Part C: 90

Name and Mailing Address of Certificate Holder

BLANKET AS REQUIRED BY WRITTEN CONTRACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE 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.

The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms 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 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".

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words 'you' and 'your' refer to the "Named Insured" shown in the Declarations and any other person or organization qualifying as a "Named Insured" under this policy. The words 'we', 'us' and 'our' refer to the company providing this insurance.

Other words and phrases that appear in "quotation marks" have special meaning. Refer to Section **VII - DEFINITIONS**.

We, the company named in the Declarations, relying upon the statements made and information furnished to us, and in return for the payment of premium and subject to the terms, conditions, and limits of insurance of this policy, agree as follows:

I. INSURING AGREEMENT – COMMERCIAL UMBRELLA LIABILITY

A. "Bodily Injury" and "Property Damage" Liability

1. We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages imposed by law or assumed by the "insured" under an "insured contract" because of "bodily injury" or "property damage" to which this insurance applies.
2. This insurance applies to "bodily injury" and "property damage", but only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - b. The "bodily injury" or "property damage" occurs during the "policy period"; and
 - c. Prior to the "policy period", no "insured" listed in paragraph 2. of the definition of "insured" and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such listed "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".
3. "Bodily injury" or "property damage" that occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any "insured" listed in paragraph 2. of the definition of "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".
4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed in paragraph 2. of the definition of "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all or any part of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
5. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

B. "Personal and Advertising Injury" Liability

1. We will pay on behalf of the "insured" those sums in excess of the "retained limit" that the "insured" becomes legally obligated to pay as damages by reason of liability imposed by law because of

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“personal and advertising injury” to which this insurance applies.

2. This insurance applies to “personal and advertising injury”, but only if:
 - a. The “personal and advertising injury” arises out of your business;
 - b. The “personal and advertising injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
 - c. The “occurrence” causing the “personal and advertising injury” was committed during the “policy period”.

II. INSURING AGREEMENT – CATASTROPHE MANAGEMENT INSURANCE

- A. We will pay to third parties, on behalf of and at the request of the “insured”, “catastrophe management costs” arising out of injury or damage that, in the good faith opinion of a “key individual”, has resulted in or is reasonably likely to result in a “catastrophe management event” first commencing during the “policy period”, up to the amount of the Catastrophe Management Aggregate Limit shown in the Declarations.
- B. This coverage part applies only to “catastrophe management costs” arising out of a “catastrophe management event” that occurs during the “policy period”.
- C. Our obligation to pay “catastrophe management costs” will end when we determine that the necessary elements listed in the definition of “catastrophe management event” no longer exist or when the Catastrophe Management Aggregate Limit shown in the Declarations has been exhausted, whichever occurs first.
- D. Any payment of “catastrophe management costs” that we make will not:
 1. Be a determination of any other rights or obligations under this policy;
 2. Create any duty to defend any “suit” under any other part of this policy; or
 3. Operate as a waiver of any right or defense we have with respect to the coverage under this policy, including the Condition titled **Duties In The Event Of “Occurrence”, Claim Or “Suit”**.
- E. We have no obligation under this coverage part with respect to any “catastrophe management costs” incurred or paid without our prior consent, which will not be unreasonably delayed or withheld.
- F. We have no other obligation or liability to pay sums or perform acts or services under this coverage part.
- G. Payment of covered “catastrophe management costs” shall not be subject to the “retained limit”.

III. DUTY TO DEFEND AND “DEFENSE COSTS”

- A. We will have the right and duty to defend the “insured” against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, even if groundless, false or fraudulent:
 1. When such damages would be covered by “underlying insurance” but are not covered because of the exhaustion of the applicable limits of “underlying insurance” by the payment of “loss” to which this insurance applies, and the total applicable limits of any “other insurance” have been exhausted; or
 2. When such damages are not covered by “underlying insurance” and any applicable self-insured retention, including the “enhanced coverage self-insured retention”, has been exhausted by the payment of “loss” to which this insurance applies, and the total applicable limits of any “other insurance” have been exhausted; or
 3. When damages sought for “bodily injury”, “property damage” or “personal and advertising injury” are subject to a “scheduled retained limit” and such “scheduled retained limit” has been exhausted by the payment of “loss” to which this insurance applies and the total applicable limits of any “other insurance” have been exhausted.

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- B. We will have no duty to defend the “insured” against any “suit” seeking damages for “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance does not apply.
- C. Except as provided in Paragraph A., we will have no duty to defend any “suit” against the “insured”. We will, however, have the right, but not the duty, to associate in the investigation of any claim and the defense of any “suit” that may, in our opinion, result in damages to which this insurance applies. If we exercise this right, we will do so at our own expense.
- D. If we assume the defense of any claim or “suit” against the “insured”, we will:
 - 1. Investigate, negotiate and settle the claim or “suit” at our discretion; and
 - 2. Pay “defense costs” to the extent that such “defense costs” are not covered by “underlying insurance” or any applicable “other insurance”.
- E. Our right and duty to defend ends when the applicable Limit of Insurance of this policy has been exhausted by the payment of “loss”.

IV. LIMITS OF INSURANCE AND “RETAINED LIMIT”

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - 1. “Insureds”;
 - 2. Claims made or “suits” brought; or
 - 3. Persons or organizations making claims or bringing “suits”.
- B. The General Aggregate Limit shown in the Declarations is the most we will pay for all damages, except:
 - 1. Damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
 - 2. Damages because of “bodily injury” or “property damage” arising out of “auto liability”; and
 - 3. “Catastrophe management costs”.
- C. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
- D. Subject to Paragraphs B and C above, the Each Occurrence Limit shown in the Declarations is the most we will pay for the sum of all damages because of “bodily injury”, “property damage”, and “personal and advertising injury” arising out of any one “occurrence”. However, this Each Occurrence Limit shall not apply to “catastrophe management costs”.
- E. The Catastrophe Management Aggregate Limit is the most we will pay for the sum of all “catastrophe management costs” under this policy, regardless of the number of “catastrophe management events” first commencing during the “policy period”.
- F. Subject to E. above, the Catastrophe Management Each Occurrence Limit shown in the Declarations is the most we will pay for the sum of all “catastrophe management costs” arising out of any one “occurrence”.
- G. “Defense costs” will be in addition to the applicable Limits of Insurance of this policy unless an exception set forth in subparagraphs 1. or 2. below applies.
 - If:
 - 1. “Defense costs” reduce the applicable limits of “underlying insurance”; or
 - 2. A coverage listed in a Schedule of Retained Limits attached to this policy indicates that “defense costs” are included within the “retained limit”;

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then such “defense costs”, other than post-judgment interest, will reduce the applicable Limits of Insurance of this policy.

- H. The Limits of Insurance and applicable “retained limit” of this policy 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, unless the “policy period” is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance and “retained limit”.

- I. If the applicable “retained limit” has been:

1. Reduced by the payment of “loss”, then this policy will be excess of the reduced “retained limit”.
2. Exhausted by the payment of “loss”, then this policy will continue in force as “underlying insurance”.

This policy recognizes reduction or exhaustion of “underlying insurance”, any applicable self-insured retention, and any applicable “scheduled retained limit” only by payment of “loss” to which this policy applies.

- J. Where damages for “bodily injury” or “property damage” included within the “liquor liability hazard” are not covered by “underlying insurance”, except due to the exhaustion of such “underlying insurance” by the payment of “loss” to which this policy applies, the amount we will pay for such damages shall be excess of the “enhanced coverage self-insured retention” or “scheduled retained limit” as applicable, and any applicable “other insurance”.
- K. Subject to L. below, where amounts payable pursuant to an exception to an exclusion of this policy are expressly subject to the “enhanced coverage self-insured retention”, the amount we will pay for damages subject to such exception shall be excess of the “enhanced coverage self-insured retention” and any applicable “other insurance”.
- L. If there is “other insurance” purchased by the “Named Insured” applicable to a “loss” subject to the “enhanced coverage self-insured retention”, amounts received through such “other insurance” purchased by the “Named Insured” for the payment of such “loss” covered by this policy may be applied to reduce or exhaust the “enhanced coverage self-insured retention”.
- M. If there is “underlying insurance”, or “other insurance” purchased by the “Named Insured”, applicable to a “loss” subject to a “scheduled retained limit”, amounts received through such “underlying insurance”, or such “other insurance” purchased by the “Named Insured”, for the payment of such “loss” covered by this policy may be applied to reduce or exhaust the “scheduled retained limit”.
- N. If there is applicable “underlying insurance” with a policy period that is non-concurrent with the “policy period” of this policy, the “retained limit” with respect to any coverage provided by this policy excess of such “underlying insurance” will only be reduced or exhausted by payments for:
- a. “Bodily injury” or “property damage” that occurs during the “policy period” of this policy; or
 - b. “Personal and advertising injury” for “occurrences” that are committed during the “policy period” of this policy.

However, if any applicable “underlying insurance” is written on a claims-made basis, the “retained limit” with respect to any coverage provided by this policy excess of such “underlying insurance” will only be reduced or exhausted by claims for that insurance that are made during the “policy period”, or any Extended Reporting Period, applicable to this policy.

- O. “Defense costs” shall not reduce or exhaust the “enhanced coverage self-insured retention” or the “umbrella coverage self-insured retention”. “Defense costs” shall not reduce or exhaust a “scheduled retained limit” unless specifically noted in the Schedule of Retained Limits or endorsement setting forth such “scheduled retained limit”.

V. EXCLUSIONS

- **Aircraft**

This insurance does not apply to “bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any “insured”. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured” with respect to an “occurrence” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any “insured”.

- **Asbestos**

This insurance does not apply to any “loss”, demand, claim or “suit” arising out of or related in any way to asbestos or asbestos-containing materials.

- **Auto**

This insurance does not apply to:

1. “Auto liability”. This exclusion does not apply to the extent that coverage for such “auto liability” is provided by “underlying insurance” or would have been provided but for the exhaustion of the applicable limits of “underlying insurance” by the payment of “loss” to which this policy applies; provided, however, that coverage provided by this policy will be no broader than coverage provided by “underlying insurance”. Additionally, this exclusion does not apply when coverage for “auto liability” is expressly provided excess of a “scheduled retained limit.”
2. Any “loss”, cost or expense payable under or resulting from any first-party “auto” physical damage coverage, “auto” no-fault law, personal injury protection, “auto” medical payments coverage, uninsured motorist law or underinsured motorist law.

- **Contractual Liability**

This insurance does not apply to “bodily injury” or “property damage” for which the “insured” is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the “insured” would have in the absence of the contract or agreement; or
2. Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an “insured” are deemed to be damages because of “bodily injury” or “property damage”, provided:
 - a. Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
 - b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

- **Damage to “Impaired Property” or Property Not Physically Injured**

This insurance does not apply to “property damage” to “impaired property” or property that has not been physically injured, arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in

accordance with its terms.

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

- **Damage to Property**

This insurance does not apply to “property damage” to:

1. Property you own, rent, or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the “insured”;
5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs 1., 3. and 4. of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven (7) or fewer consecutive days.

Paragraph 2. of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

- **Damage to “Your Product”**

This insurance does not apply to “property damage” to “your product” arising out of it or any part of it.

- **Damage to “Your Work”**

This insurance does not apply to “property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- **Electronic Chat Rooms or Bulletin Boards**

This insurance does not apply to “personal and advertising injury” arising out of an electronic chat room or bulletin board the “insured” hosts, owns, or over which the “insured” exercises control;

- **“Electronic Data”**

This insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate “electronic data”;

- **Employers Liability**

This insurance does not apply to “bodily injury” to:

1. An “employee” of the “insured” arising out of and in the course of:
 - a. Employment by the “insured”; or
 - b. Performing duties related to the conduct of the “insured’s” business; or
2. The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph 1 above.

This exclusion applies:

1. Whether the “insured” may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply:

1. To the extent that such coverage is provided by “underlying insurance” or would have been provided but for the exhaustion of the applicable limits of “underlying insurance” by the payment of “loss” to which this policy applies; provided, however, that coverage provided by this policy will be no broader than coverage provided by “underlying insurance”; or
2. When coverage is expressly provided excess of a “scheduled retained limit”.

- **Employment Practices**

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, failure to promote, failure to compensate, retaliation, violation of civil rights, invasion of privacy, discrimination or other acts or omissions arising out of employment related practices, or other employment related practices, policies, acts or omissions; or
4. Any consequential liability, damage, “loss”, cost or expense as a result of paragraphs 1., 2. or 3. above.

This exclusion applies whether or not the “insured” may be held liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such injury or damages.

- **Expected or Intended Injury**

This insurance does not apply to “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.

- **Infringement of Copyright, Patent, Trademark, Trade Secret or Other Intellectual Property Rights**

This insurance does not apply to “personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your “advertisement” of copyright, trade dress or slogan.

- **“Insureds” in Media and Internet-Type Businesses**

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This insurance does not apply to “personal and advertising injury” committed by an “insured” whose business is:

1. Advertising, broadcasting, publishing or telecasting;
2. Designing or determining content of web-sites for others; or
3. An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 1., 2. and 3. of the definition of “personal and advertising injury” found in Section **VII. DEFINITIONS** of this policy.

For the purposes of this exclusion, the placing of frames, borders, links or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- **Miscellaneous Laws**

This insurance does not apply to any “loss”, demand, claim, or “suit” under:

1. The Employee Retirement Income Security Act of 1974, including any amendment thereto or any similar law; or
2. Any workers' compensation, disability benefits, unemployment compensation laws or any similar laws.

- **Nuclear**

This insurance does not apply to:

1. any injury or damage:
 - a. With respect to which an “insured” under the policy is also an “insured” under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an “insured” under any such policy but for its termination upon exhaustion of its limit of insurance; or
 - b. Resulting from the “hazardous properties” of “nuclear material” and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the “insured” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. any injury or damage resulting from the “hazardous properties” of “nuclear material”, if:
 - a. The “nuclear material” (1) is at any “nuclear facility” owned by, or operated by or on behalf of, an “insured” or (2) has been discharged or dispersed therefrom;
 - b. The “nuclear material” is contained in “spent fuel” or “nuclear waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an “insured”; or
 - c. The injury or damage arises out of the furnishing by an “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any “nuclear facility”.

As used in this exclusion, “injury or damage” includes all forms of radioactive contamination of property.

- **Other “Personal and Advertising Injury”**

This insurance does not apply to “personal and advertising injury”:

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1. Caused by or at the direction of the “insured” with the knowledge that the act would violate the rights of another and would inflict “personal and advertising injury”;
2. Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the “insured” with knowledge of its falsity;
3. Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the “policy period”;
4. Arising out of a criminal act committed by or at the direction of the “insured”;
5. For which the “insured” has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the “insured” would have in the absence of the contract or agreement;
6. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your “advertisement”;
7. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement”; or
8. Arising out of the wrong description of the price of goods, products or services stated in your “advertisement”.

- **Pollution**

1. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” anywhere at any time; However, this Paragraph 1. of the exclusion shall not apply to the exceptions set forth in subparagraphs a. through i. below:

- a. **Various Named Perils**

“Bodily injury” or “property damage” caused by pollution if the discharge, dispersal, seepage, migration, release or escape of “pollutants” commenced abruptly and can be clearly identified as having commenced during the “policy period”, and is caused solely by:

- 1.) Application of fungicide, herbicide or pesticide at any premises, site or location that are owned by, occupied by, rented to, or loaned to, any “insured”;
- 2.) Fire, lightning; explosion; windstorm; flood; or earthquake;
- 3.) Vandalism; malicious mischief; riot or civil commotion;
- 4.) Sprinkler leakage; or
- 5.) Collision, upset or overturn of an aircraft or railcar;

- b. **Equipment to Heat, Cool, Humidify, Dehumidify or Ventilate a Building**

“Bodily injury”, if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat, cool, humidify, dehumidify or ventilate that building or equipment used to heat water for personal use by the building’s occupants or their guests.

- c. **Contractor/Lessee Operations**

“Bodily injury” or “property damage” for which you may be held liable if:

- 1.) You are a contractor;
- 2.) The owner or lessee of such premises, site or location has been added to this policy as an additional “insured” with respect to your ongoing operations performed for that additional “insured” at such premises, site or location; and

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- 3.) Such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any “insured”, other than that additional “insured”.
- d. **Work Performed by You or a Contractor or Subcontractor**
- “Bodily injury” or “property damage” sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.
- e. **Fuels, Lubricants and Other Operating Fluids - “Mobile Equipment”**
- “Bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids; or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such “insured”, contractor or subcontractor.
- f. **Fuels, Lubricants, Fluids – “Auto”**
- “Bodily injury” or “property damage” arising out of fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered “auto” or its parts, if:
- 1.) The “pollutants” escape, seep, migrate, or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and
 - 2.) The “bodily injury”, “property damage” or any covered pollution cost or expense does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of “mobile equipment”.
- g. **Upset, Overturn or Damage of an “Auto”**
- “Bodily injury” or “property damage” arising out of an “occurrence” that takes place away from premises owned by or rented to an “insured” with respect to “pollutants” not in or upon an “auto” if:
- 1.) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of an “auto”; and
 - 2.) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.
- h. **Products-Completed Operations Hazard**
- “Bodily Injury” or “property damage” included in the “products-completed operations hazard” provided that “your product” or “your work” has not at any time been:
- 1.) discarded, dumped, abandoned, thrown away; or
 - 2.) transported, handled, stored, treated, disposed of, or processed, as waste;
- by anyone.
- i. **Time Element**
- “Bodily injury” or “property damage” caused by any peril other than those listed in a. through h. above, provided that the discharge, dispersal, seepage, migration, release or escape of

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“pollutants”:

1.) Is at or from any:

- (i) Premises, site or location that is owned by, occupied by, rented to, or loaned to any “insured”; or
- (ii) Premises, site or location on which any “insured” or any contractors or subcontractors working directly or indirectly on any “insured’s” behalf are performing operations, if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such “insured”, contractor or subcontractor;

and

- 2.) Commenced abruptly and instantaneously and can be clearly identified as having commenced during the “policy period”;
 - 3.) Is known by any “insured” within the number of days set forth in the Declarations as Pollution Knowledge Time Frame after the commencement of the discharge, dispersal, seepage, migration, release or escape of “pollutants”; and
 - 4.) Is reported to us within the number of days set forth in the Declarations as Pollution Reporting Time Frame after the “insured” referenced in subparagraph 3.) above first learns of the commencement of the discharge, dispersal, seepage, migration, release or escape of “pollutants”.
2. Notwithstanding the above, this insurance shall not apply to any “loss”, cost or expense arising out of any:
- a. Request, demand, order, statutory or regulatory requirement that any “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
 - b. Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, in any way responding to, or assessing the effects of, “pollutants”;

However, this Paragraph 2. of the exclusion does not apply to liability for damages because of “property damage” that the “insured” would have in the absence of such request, demand, order, statutory or regulatory requirement, claim or “suit” by or on behalf of a governmental authority.

Where any coverage provided by this policy for “bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” is not provided by applicable “underlying insurance”, except due to the exhaustion of such “underlying insurance” by “loss” to which this policy applies, the coverage for such “bodily injury” or “property damage” shall be provided excess of the “enhanced coverage self-insured retention”. This provision shall not apply if pollution coverage is provided excess of a “scheduled retained limit”, in which case, the “scheduled retained limit” and not the “enhanced coverage self-insured retention” shall apply.

- **Recall of Products, Work or “Impaired Property”**

This insurance does not apply to any damages claimed for any “loss”, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1. “your product”;
- 2. “your work”; or
- 3. “impaired property”;

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if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

- **Trade or Economic Sanctions**

This insurance does not apply to the extent that United States of America trade or economic sanctions, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control, prohibit us from providing insurance, including, but not limited to, the payment of claims.

- **Unauthorized Use of Another's Name or Product**

This insurance does not apply to "personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or meta-tag, or any other similar tactics to mislead another's potential customers.

- **Unsolicited Communications**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone that violates or is alleged to violate:

1. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), including any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
4. Any federal, state, or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- **War**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury", however caused, arising directly or indirectly as a result of or in connection with:

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

- **Watercraft**

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured" with respect to an "occurrence" arising out of the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any "insured".

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of:

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1. A watercraft while ashore on premises you own or rent; or
2. A watercraft less than fifty-two (52) feet long for which no “insured” receives a fee to carry persons or property.

Where the coverage provided by this policy for liability arising out of the watercraft risks identified in subparagraphs 1. or 2. above is not provided by applicable “underlying insurance”, except due to the exhaustion of such “underlying insurance” by “loss” to which this policy applies, the coverage for such liability shall be provided excess of the “enhanced coverage self-insured retention”. This condition shall not apply when coverage for general liability is provided excess of a “scheduled retained limit”, in which case, the “scheduled retained limit” and not the “enhanced coverage self-insured retention” shall apply.

VI. CONDITIONS

- **Appeals**

In the event an “insured” elects not to appeal a judgment in excess of the “retained limit”, we may elect to appeal. If we elect to appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all “defense costs” on that amount of any judgment that does not exceed the applicable Limits of Insurance shown in the Declarations related to such an appeal, subject to the limitations set forth in Section III. **DUTY TO DEFEND AND “DEFENSE COSTS”**.

- **Assignment or Transfer of “Insured’s” Rights and Duties**

An “insured’s” rights and duties under this policy may not be assigned or transferred, except by an endorsement to this policy issued by us. If an “insured” dies or is legally declared bankrupt, then the “insured’s” rights and duties will be transferred to its legal representative, but only while acting within the scope of duties as its legal representative. Until its legal representative is appointed, anyone having temporary custody of such “insured’s” property will have its rights and duties, but only with respect to that property.

- **Bankruptcy of “Insured”**

An “insured’s” bankruptcy, insolvency, refusal or inability to pay will not relieve us of our obligations under this policy.

- **Cancellation**

1. The first “Named Insured” shown in the Declarations will act on behalf of all other “insureds” with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
2. The first “Named Insured” shown in the Declarations may cancel this policy. The first “Named Insured” shown in the Declarations must mail or deliver to us advance written notice stating when cancellation is to take effect.
3. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to the first “Named Insured” shown in the Declarations not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to the first “Named Insured” shown in the Declarations not less than sixty (60) days advance written notice stating when the cancellation is to take effect. Mailing that notice to the first “Named Insured” at the mailing address shown in the Declarations will be sufficient to prove notice.
4. The “policy period” will end on the day and hour stated in the cancellation notice.
5. In the event of cancellation, final premium will be calculated *pro rata* based upon the time this policy was in force. Final premium will not be less than the *pro rata* share of the premium as shown in the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due to the first

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“Named Insured” shown in the Declarations. Our check or our representative’s check, mailed or delivered, will be sufficient tender of any refund due to the first “Named Insured” shown in the Declarations.

- **Change in Control**

1. If during the “policy period”:
 - a. The first “Named Insured” shown in the Declarations consolidates with, merges into, or sells all or substantially all of its assets to any person or entity; or
 - b. Any person or entity acquires an amount of the outstanding ownership interests representing more than fifty percent (50%) of the voting or designation power for the election of directors of the first “Named Insured” shown in the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to “bodily injury”, “property damage” and “personal and advertising injury” that occurs prior to the effective date of such transaction.

2. Coverage will be afforded by this policy for “bodily injury”, “property damage” and “personal and advertising injury” that occurs on or after the effective date of such transaction if the first “Named Insured” shown in the Declarations notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.
3. If the first “Named Insured” shown in the Declarations fails to notify us within ninety (90) days of the effective date of such transaction, coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 AM standard time of the address of the first “Named Insured” shown in the Declarations or the end of the “policy period”, whichever is earlier.
4. The provisions of this Change in Control condition shall only apply to transactions with third parties not under control or ownership of the first “Named Insured” shown in the Declarations on the inception date of this policy.

- **Changes**

This policy may be changed only by a written endorsement to this policy issued by us.

- **Duties in the Event of “Occurrence”, Claim or “Suit”**

1. You must see to it that we are notified as soon as practicable of an “occurrence” that is reasonably likely to result in a claim for damages that may be covered under this policy. To the extent possible, notice should include:
 - a. How, when and where the “occurrence” took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the “occurrence”.
2. If a claim is made or “suit” is brought against any “insured” that involves, or is reasonably likely to result in a claim for damages that may be covered under this policy, you must, as soon as practicable:
 - a. Record the specifics of the claim or “suit” and the date received; and
 - b. Notify us in writing.
3. You and any other involved “insured” must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - b. Authorize us to obtain records and other information;

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- c. Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the “insured” because of injury or damage to which this insurance may also apply.
- 4. No “insured” will, except at that “insured’s” own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for “Good Samaritan acts”, without our written consent.
- 5. With respect to any “loss” reporting requirements under this policy, knowledge of an “occurrence” or claim by an agent, servant or “employee” of yours or any other person shall not in itself constitute knowledge by you, unless a “key individual” shall have received notice from such agent, servant, “employee” or any other person.
- **Inspection and Audit**
 - 1. We will be permitted, but not obligated, to inspect the “insured’s” property and operations. Neither our right to make inspections, nor the making thereof, nor any report thereon, will constitute an undertaking on behalf of or for the benefit of the “insured”, or others, to determine or warrant that such property or operations are safe.
 - 2. We may examine and audit the “insured’s” books and records during the “policy period”, and any extensions thereof, within three (3) years after the termination date of this policy.
- **Legal Action Against Us**
 - 1. No person or organization has a right under this policy to join us as a party or otherwise bring us into a “suit” asking for damages from an “insured”.
 - 2. No person or organization has a right of action against us under this policy unless all of its terms have been fully complied with and the amount that such person or organization seeks to recover has been determined by settlement with our consent or by final judgment against an “insured”.
- **Maintenance of “Underlying Insurance”**

The policy or policies referred to in the Schedule of Underlying Insurance or renewals or replacements thereof not more restrictive in coverage will be maintained in full effect during this “policy period”, except for any reduction of the aggregate limits solely by payment of “loss” to which this policy applies.

If, during the “policy period”, such “underlying insurance” is not maintained in full effect or is materially changed to be more restrictive in coverage, or if any limits of liability of “underlying insurance” are:

 - 1. Less than as stated in the Schedule of Underlying Insurance; or
 - 2. Unavailable due to bankruptcy or insolvency of an underlying insurer;

then the insurance afforded by this policy will apply in the same manner as if such “underlying insurance” and limits of liability had been in effect, available, so maintained and unchanged.

Neither the failure to maintain the “underlying insurance” as required by this condition nor the bankruptcy, insolvency, or refusal or inability to pay of any underlying insurer shall invalidate this policy. However, this policy will apply only to the same extent that it would have if the “underlying insurance” were maintained as required by this condition and the underlying insurer had not become bankrupt, insolvent or refused or was unable to pay, excess of a self-insured retention equal to the highest applicable limit of such “underlying insurance”. This provision shall not apply to coverages specifically designated to be excess of the “enhanced coverage self-insured retention” or excess of a “scheduled retained limit”.
- **“Other insurance”**

If valid and collectible “other insurance” applies to damages that are also covered by this policy, this

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policy will apply excess of the “other insurance” and will not contribute with such “other insurance”. This provision will not apply if the “other insurance” is written to be excess of this policy.

- **Premium**

The first “Named Insured” shown in the Declarations will be responsible for payment of all premiums when due.

The premium stated in the Declarations is a flat premium. It is not subject to adjustment except as provided herein or as changed by an endorsement to this policy issued by us.

- **Separation of “Insureds”**

Except with respect to the Limits of Insurance, the “retained limit”, and any rights or duties specifically assigned to the first “Named Insured”, this insurance applies:

1. As if each “Named Insured” were the only “Named Insured”; and
2. Separately to each “insured” against whom claim is made or “suit” is brought.

- **Titles**

The titles to the various parts, sections, subsections and endorsements of this policy are intended solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections and endorsements.

- **Transfer of Rights of Recovery Against Others to Us**

1. If the “insured” has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Subject to paragraph 3. below, the “insured” must do nothing to impair them. At our request, the “insured” will bring “suit” or transfer those rights to us and help us enforce them.
2. Any amount recovered will be apportioned in the inverse order of payment of “loss” to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.
3. If you waive any right of recovery against a specific person or organization for damages as required under an “insured contract”, we will also waive, to the same extent, such right of recovery we may have against such person or organization provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the “insured contract”.

- **Unintentional Failure to Disclose**

Your failure to disclose all hazards or prior “occurrences” existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior “occurrences” is not intentional.

- **When “Loss” is Payable**

Coverage under this policy does not apply to a given claim unless and until:

1. The “insured” or “insured's” underlying insurer has become obligated to pay the “retained limit” and
2. The obligation of the “insured” to pay the “loss” in excess of the “retained limit” has been determined by a final settlement or judgment or written agreement among the “insured”, claimant and us.

VII. DEFINITIONS

- **“Adverse media coverage”** means national or regional news exposure in television, radio, print or Internet media that is reasonably likely to have a negative impact on the “insured” with respect to its income, reputation, community relations, public confidence or good will.

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- **“Advertisement”** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 2. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an “advertisement”.
- **“Auto”** means:
 1. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

- **“Auto liability”** means liability for “bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others by or on behalf of the “insured” of an “auto”. Use includes operation and “loading or unloading.” “Auto liability” includes damages arising out of claims that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an “insured”.
- **“Bodily injury”** means bodily injury, sickness or disease sustained by a person, including death resulting from bodily injury, sickness or disease at any time. “Bodily injury” includes mental anguish, mental injury, shock or humiliation if resulting from bodily injury. All such resulting mental anguish, mental injury, shock, or humiliation shall be deemed to occur at the time of the bodily injury that caused it.
- **“Byproduct material”** has the meaning given it in the Atomic Energy act of 1954 or in any law amendatory thereof.
- **“Catastrophe management costs”** mean the following reasonable and necessary expenses incurred during a “catastrophe management event” and directly caused by the “catastrophe management event”:
 1. Expenses incurred by a “catastrophe management firm” in the performance of “catastrophe management services” for the “insured”;
 2. Expenses for printing, advertising, mailing of materials or travel by directors, officers, “employees” or agents of the “insured” or the “catastrophe management firm” incurred at the direction of a “catastrophe management firm”; expenses to secure the scene of a “catastrophe management event”;
 3. Medical expenses; funeral expenses; expenses for psychological counseling; travel expenses; temporary living expenses or other necessary response costs approved by us that are incurred by or advanced to third parties directly harmed by the “catastrophe management event”;
 4. Emergency medical evacuation and repatriation of injured persons, and up to two family members or other traveling companions of each such injured person, when adequate medical facilities are not available in the vicinity of the “catastrophe management event”;
 5. “Food laboratory testing expense”; and
 6. The employment of engineers, scientists and other professionals for the purposes of rescue or attempted rescue of humans.
- **“Catastrophe management event”** means an “occurrence” that, in the good faith opinion of a “key individual”, has resulted in or is reasonably likely to result in: (1) “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy in excess of the “retained limit”; and (2) a need for

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“catastrophe management services” due to “adverse media coverage”. “Catastrophe management event” will include “occurrences” resulting from i.) explosions and other man-made disasters; ii.) serious accidents resulting in multiple deaths, iii.) burns, iv.) dismemberment injuries; v.) traumatic brain injuries; vi.) permanent paralysis injuries; or vii.) injuries from contamination of food, drink or pharmaceuticals; if covered under this policy.

- **“Catastrophe management firm”** means any firm that is approved by us, which approval will not be unreasonably delayed or withheld, and hired by you or us to perform “catastrophe management services” in connection with a “catastrophe management event”.
- **“Catastrophe management services”** mean those services performed by a “catastrophe management firm”, in connection with a covered injury or damage, in advising the “insured” on managing “adverse media coverage” and maintaining and restoring public confidence in the “insured”.
- **“Coverage territory”** means anywhere in the world.
- **“Defense costs”** mean expenses incurred in the investigation, negotiation, settlement or defense of a specific claim or “suit” alleging damages covered under this policy and includes the following supplementary payments:
 1. Up to \$250 for cost of bail bonds because of an “occurrence” that may result in “bodily injury” or “property damage” covered by this policy. We do not have to furnish these bonds.
 2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 3. The cost of appeal bonds required by law to appeal any “suit” we defend but only for bond amounts within the applicable Limit of Insurance. We do not have to apply for or furnish such bonds.
 4. All reasonable expenses incurred by the “insured” at our request to assist us in the investigation of any claim or the defense of any “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.
 5. All costs taxed against the “insured” in the “suit”, except any attorney fees or litigation expenses or other “loss”, cost or expense in connection with any injunction or other equitable relief.
 6. Pre-judgment interest awarded against the “insured” on that part of the judgment within the applicable Limit of Insurance that we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest accruing after the offer.
 7. Post-judgment interest on that part of any judgment within the applicable Limit of Insurance that we become obligated to pay 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 we have become obligated to pay.
- **“Electronic data”** mean information, facts or programs stored as or on, created, used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, DVD-ROMS, Blu-Ray discs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment.
- **“Employee”** means an individual working for you in return for remuneration. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker” or independent contractor.
- **“Enhanced coverage self-insured retention”** means the amounts shown in the Declarations as Enhanced Coverage Self-Insured Retention. The Enhanced Coverage Self-Insured Retention – Each Occurrence shall apply separately to each “occurrence” for which coverage is expressly granted excess of the “enhanced coverage self-insured retention” and shall be subject to the Enhanced Coverage Self-Insured Retention – Aggregate, which shall apply to each coverage or exception to an exclusion expressly granted excess of the “enhanced coverage self-insured retention”. Notwithstanding the above, the Enhanced Coverage Self-Insured Retention – Aggregate shall not apply to amounts payable within an exception to the Pollution Exclusion under Section **V. EXCLUSIONS**.

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- **“Executive officer”** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- **“Food laboratory testing expense”** means the reasonable and necessary expenses incurred during a potential food contamination “bodily injury”, “occurrence” or claim. These expenses include testing by an independent laboratory to determine the cause, nature or extent of actual or alleged illness or disease from contamination of food or drink.
- **“Good Samaritan acts”** mean emergency cardiopulmonary resuscitation or first aid services performed by any “employee” of yours who is not a licensed medical professional.
- **“Hazardous properties”** include radioactive, toxic or explosive properties.
- **“Impaired property”** means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:
 1. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 1. The repair, replacement, adjustment or removal of “your product” or “your work”; or
 2. Your fulfilling the terms of the contract or agreement.
- **“Insured”** means:
 1. Any person or organization qualifying as a “Named Insured”.
 2. If the person or organization shown in the Declarations is:
 - a. An individual: you and your spouse, civil union partner or domestic partner, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture: your members, your partners, and their spouses, civil union partners, or domestic partners, but only with respect to the conduct of your business.
 - c. A limited liability company: your members, but only with respect to the conduct of your business; Your managers, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company: your “executive officers” and directors, but only with respect to their duties as your officers or directors; Your stockholders, but only with respect to their liability as stockholders.
 - e. A trust: your trustees are also “insureds”, but only with respect to their duties as trustees.
 3. Each of the following:
 - a. Your “volunteer workers”, but only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are “insureds” for:
 - (1) “bodily injury” or “personal and advertising injury”:
 - i. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your

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business;

- ii. To the spouse, civil union partner, domestic partner, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph 3.a.(1)i above;
- iii. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 3.a.(1)i or 3.a.(1)ii above; or
- iv. Arising out of his or her providing or failing to provide professional health care services, except with respect to “Good Samaritan acts”.

(2) “Property damage” to property:

- i. Owned, occupied or used by you;
 - ii. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your “employee” or “volunteer worker”) or any organization while acting as your real estate manager, but only for acts within the scope of that person’s or organization’s duties as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- 1. With respect to liability arising out of the maintenance or use of that property; and
 - 2. Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization from whom you lease equipment, but 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:
- 1. Damages arising out of their sole negligence; or
 - 2. “Occurrence” that occurs or offense that is committed after the equipment lease ends.
- f. Any person or organization from whom or from which you lease premises, but 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:
- 1. Damages arising out of their sole negligence;
 - 2. “Occurrence” that occurs or offense that is committed after you cease to be a tenant in the premises or the lease ends, whichever is later; or
 - 3. Structural alteration, new construction or demolition operations performed by or on behalf of them.
- g. Any person or organization, other than those described in subparagraphs a. through f. above, if insured under “underlying insurance”. Coverage provided by this policy for any such “insured” will be no broader than coverage provided by “underlying insurance”. However, this restriction shall not apply to coverages specifically designated to be excess of the “enhanced coverage self-insured retention” or excess of a “scheduled retained limit”.

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- h. With respect to any coverages provided by this policy excess of a “scheduled retained limit”, any person or organization that the “Named Insured” agrees to add as an additional “insured” to this policy by written contract or agreement, but only with respect to “occurrences” first taking place after the effective date of the contract or agreement and not for broader coverage than was required under the terms of such written contract or agreement.

Notwithstanding anything above:

1. No person or organization is an “insured” with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not a “Named Insured”.
 2. Where this policy is excess of “underlying insurance”, if any person or organization that is an “insured” under this policy is not included as an “insured” under such applicable “underlying insurance”, this policy will apply as if the person or organization were included as an insured under such “underlying insurance” excess of a self-insured retention equal to the highest applicable limit of such “underlying insurance”. However, this provision shall not apply to coverages specifically designated to be excess of the “enhanced coverage self-insured retention” or excess of a “scheduled retained limit”.
- **“Insured contract”** means that part of any contract or agreement pertaining to your business under which any “insured” assumes 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.

“Insured contract” does not include that part of any contract or agreement:

1. That indemnifies a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations within fifty (50) feet of any railroad property and affecting any railroad bridge, trestle, tracks, road-beds, tunnel underpass or crossing;
 2. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving or failing to approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 3. 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 shown in subparagraph 2. above and supervisory, inspection, architectural or engineering activities.
- **“Key individual”** means:
 1. Each general partner (if the “Named Insured” is a partnership);
 2. The sole proprietor (if the “Named Insured” is a sole proprietorship);
 3. Any “employee” authorized by you to give or receive notice of an “occurrence”, claim or “suit”; and
 4. That one individual who is a payroll “employee” and “executive officer” of the “Named Insured” holding the senior-most position in each of the following categories at the time of the “occurrence”:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;

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- e. General Counsel;
- f. Treasurer; and
- g. Risk Manager.

If the “Named Insured” does not have any one of the “executive officer” titles listed in paragraph 4. above in its organization at the time of the “occurrence”, then the definition of “key individual” will mean the one senior-most individual “executive officer” holding the position having the duties and responsibilities of such listed position, irrespective of the title of the position.

For the purposes of this definition, the fact that an individual holds more than one of the listed positions at the time of the “occurrence” shall not operate to afford such individual any greater rights than an individual holding only one such position.

- **“Leased worker”** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker”.
- **“Liquor liability hazard”** means “bodily injury” or “property damage” for which any “insured” may be held liable by reason of:
 1. Causing or contributing to the intoxication of any person;
 2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

The “liquor liability hazard” includes claims against any “insured” alleging negligence or other wrongdoing in:

1. The supervision, hiring, employment, training or monitoring of others by that “insured”; or
 2. Providing or failing to provide transportation, detaining or failing to detain any person, or any act of assuming or not assuming responsibility for the well-being, supervision or care of any person allegedly under or suspected to be under the influence of alcohol.
- **“Loading or unloading”** means the handling of property:
 1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or “auto”;
 2. While it is in or on an aircraft, watercraft or “auto”; or
 3. While it is being moved from an aircraft, watercraft or “auto” to the place where it is finally delivered;
 but “loading or unloading” does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or “auto”.
 - **“Loss”** means those sums paid in the settlement of a claim or “suit” or satisfaction of a judgment that the “insured” is legally liable to pay as damages because of “bodily injury”, “property damage”, or “personal and advertising injury”, after making proper deduction for all recoveries and salvages. Additionally, if “defense costs” (other than post-judgment interest) reduce the applicable limits of “underlying insurance” or “scheduled retained limit”, then “loss” shall include such “defense costs”, other than post-judgment interest.
 - **“Mobile equipment”** means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

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2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:

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

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

• **“Named Insured”** means:

1. The Named Insured shown in the Declarations;
2. As of the inception date of this policy:
 - a. Any organization, other than a partnership, joint venture, or limited liability company, in which the first “Named Insured” shown in the Declarations maintains, either directly or indirectly, more than a fifty percent (50%) ownership interest;
 - b. Any limited liability company in which a one hundred percent (100%) ownership interest is maintained by any combination of “Named Insureds” qualifying under 1. or 2.a. above;
3. After the inception date of this policy:
 - a. Any newly formed organization in which the first “Named Insured” shown in the Declarations maintains, either directly or indirectly, a one hundred percent (100%) ownership interest and that is solely comprised of assets owned prior to the inception date by any combination of “Named Insureds” identified in paragraphs 1., 2.a., or 2.b. of the definition of “Named Insured”; and

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- b. Any newly formed or acquired organization, other than a partnership, joint venture, or limited liability company, in which the first “Named Insured” shown in the Declarations maintains, either directly or indirectly, more than a fifty percent (50%) ownership interest.

However, with respect to 3b. above, the following conditions apply:

- 1.) Coverage under this provision is afforded only until the ninetieth (90th) day after:
 - i. the acquisition or formation of the organization directly or indirectly by the first “Named Insured” shown in the Declarations as set forth in subparagraph 3.b. above, or
 - ii. the end of the “policy period”, whichever is earlier;
 unless we agree to continue the coverage beyond the ninetieth (90th) day.
- 2.) This insurance does not apply to “bodily injury” or “property damage” that occurred before the acquisition or formation of the organization directly or indirectly by such first “Named Insured” as set forth in subparagraph 3.b.;
- 3.) This insurance does not apply to “personal and advertising injury” arising out of an offense committed before the acquisition or formation of the organization directly or indirectly by such first “Named Insured” as set forth in subparagraph 3.b.; and
- 4.) We reserve the right to charge an additional premium if such organization qualifies as a “Named Insured”.

- **“Nuclear facility”** means:

1. Any “nuclear reactor”;
2. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing “spent fuel”, or (3) handling, processing or packaging “nuclear waste”;
3. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if, at any time, the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “nuclear waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- **“Nuclear material”** means “source material”, “special nuclear material” or “by-product material”.
- **“Nuclear reactor”** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- **“Nuclear waste”** means any waste material (a) containing “byproduct material” other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.
- **“Occurrence”** means:
 1. With respect to “bodily injury” or “property damage”, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions shall be considered as arising out of the same “occurrence”, regardless of the frequency or repetition thereof, or the number of claimants.

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2. With respect to “personal and advertising injury”, a covered offense. All damages that arise from the same act, publication or injurious materials or acts are considered to arise out of the same “occurrence”, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.
- **“Other insurance”** means a policy or policies of insurance providing coverage for damages covered in whole or in part by this policy. “Other insurance” does not include “underlying insurance” or any policy of insurance specifically purchased to be excess of this policy and providing coverage that this policy also provides.
- **“Personal and advertising injury”** means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
 1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 6. The use of another's advertising idea in your “advertisement”; or
 7. Infringing upon another's copyright, trade dress or slogan in your “advertisement”.
- **“Policy period”** means the time between the inception date of this policy shown in the Declaration and the earlier of the expiration date shown or the termination date of this policy.
- **“Pollutants”** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. As used in this definition, waste includes materials to be recycled, reconditioned or reclaimed.
- **“Products-completed operations hazard”:**
 1. Means all “bodily injury” and “property damage” occurring away from premises you own or rent and arising out of “your product” or “your work” except:
 - a. Products that are still in your physical possession; or
 - b. Work that has not yet been completed or abandoned. However, “your work” will be deemed completed at the earliest of the following times:
 - 1.) When all of the work called for in your contract has been completed.
 - 2.) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - 3.) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but that is otherwise complete, will be treated as completed.
 2. Does not include “bodily injury” or “property damage” arising out of:
 - a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the “loading or unloading” of that vehicle by any “insured”;

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b. The existence of tools, uninstalled equipment or abandoned or unused materials.

- **“Property damage”** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, “electronic data” are not tangible property.

- **“Retained limit”** means the following, as applicable:

1. The total limits of “underlying insurance”, if applicable, and any “other insurance” providing coverage to the “insured”;
2. The amount shown in the Declarations as the Umbrella Coverage Self-Insured Retention applicable to each “occurrence” that results in damages not covered by applicable “underlying insurance”, and any “other insurance” providing coverage to the “insured”. This paragraph shall not apply in the event paragraphs 3. or 4. below apply;
3. The amounts shown in the Declarations as the Enhanced Coverage Self-Insured Retention applicable to damages that are described as subject to the “enhanced coverage self-insured retention”, and any applicable “other insurance”. This paragraph shall not apply if paragraph 4. below applies; or
4. The applicable “scheduled retained limit” listed in any Schedule of Retained Limits attached to this policy, and any applicable “other insurance” providing coverage to the “insured”.

- **“Scheduled retained limit”** means a self-insured retention set forth in a Schedule of Retained Limits attached to this policy that applies to one or more coverages. Such self-insured retention must be exhausted by payment of “loss” covered under this policy before the coverage afforded by this policy shall apply. Such “scheduled retained limit” may be subject to various terms and conditions set forth in the Schedule of Retained Limits or an endorsement to this policy adding such “scheduled retained limit”.

- **“Source material”** has the meaning given it in the Atomic Energy act of 1954 or in any law amendatory thereof.

- **“Special nuclear material”** has the meaning given it in the Atomic Energy act of 1954 or in any law amendatory thereof.

- **“Spent fuel”** means any fuel element or fuel component, solid or liquid, that has been used or exposed to radiation in a “nuclear reactor”;

- **“Suit”** means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies are alleged. “Suit” includes:

1. An arbitration proceeding in which such damages are claimed and to which the “insured” must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the “insured” submits with our consent.

- **“Temporary worker”** means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.

- **“Umbrella coverage self-insured retention”** means the amount shown in the Declarations as Umbrella Coverage Self-Insured Retention, which shall apply to each “occurrence” that results in damages not covered by applicable “underlying insurance”. However, the “umbrella coverage self-insured retention” shall not apply to any “occurrence” that is expressly covered excess of the “enhanced coverage self-insured retention” or a “scheduled retained limit”.

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- **“Underlying insurance”** means the policy or policies of insurance listed in a Schedule of Underlying Insurance attached to and forming a part of this policy. If a policy shown in any applicable Schedule of Underlying Insurance has a limit of insurance:
 1. Greater than the amount shown in such Schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
 2. Less than the amount shown in such Schedule, including but not limited to any sublimit present in the “underlying insurance” not referenced in the Schedule of Underlying Insurance, this policy will apply in excess of the amount shown in the Schedule.
- **“Volunteer worker”** means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- **“Your product”:**
 1. Means:
 - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and
 - b. The providing of or failure to provide warnings or instructions.
 3. Does not include vending machines or other property rented to or located for the use of others but not sold.
- **“Your work”:**
 1. Means:
 - a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
 2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”, and
 - b. The providing of or failure to provide warnings or instructions.



EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Named Insured CDM Smith, Inc.			Endorsement Number 009
Policy Symbol XEU	Policy Number G28194687 009	Policy Period 01/01/2025 to 01/01/2026	Effective Date of Endorsement 01/01/2025
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY**

The policy is amended as follows:

For any statutorily permitted reason, the number of days required for notice of cancellation by us, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule below.

SCHEDULE

Notice (Non-Payment of Premium): 90 Days

Notice (All Other Permitted Reasons): 10 Days

All other terms and conditions of the policy remain unchanged.

Authorized Representative

MEMORANDUM ELEVEN

BLANKET JOINT VENTURE

With effect from inception, Exclusion 7 of this Policy is deleted in its entirety and coverage hereunder extends, subject to all other policy terms and conditions, to include YOUR liability resulting from any Joint Venture involving the NAMED ASSURED.

However, in the event of the existence of any separate valid and collectible insurance applying to such 'Joint Venture,' this insurance shall apply for the benefit of YOU only in excess of any such other insurance, and if the insuring agreements of the separately issued 'Joint Venture' Policy are more restrictive, this Policy shall cover, for the benefit of YOU only, any and all differences in the insuring agreements.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Schedule, Insuring Agreements, Exclusion, Conditions, or Provisions of this Policy, other than as stated herein.

Notwithstanding any of the foregoing, OUR Limit of the Liability shall not be increased and shall not exceed the limit for each claim nor for all claims in the aggregate, as set forth in this Policy.

For purposes of this Memorandum 'Joint Venture' is defined as any 'teaming' arrangement including, but not limited to those set up as a partnership, limited liability corporation (LLC), limited liability partnership (LLP), corporation or otherwise.

MEMORANDUM TWELVE

MANILA WATER SUPPLY

With regard to the Metropolitan Waterworks and Sewerage System (MWSS), Manila, Philippines for the Manila Water Supply I and Manila Water Supply II projects, it is agreed that to the extent that DCCD Engineering Corporation signs and seals construction plans and drawings for the benefit of YOU, that for purposes of this insurance, the signatures and seals appearing on all construction plans and drawings prepared pursuant to contract with the Metropolitan Waterworks and Sewerage System (MWSS) shall be insured "PROFESSIONAL SERVICES" under this policy.

MEMORANDUM THIRTEEN

LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. WE authorize Aon the ("Certificate Issuer") to issue Certificates of Insurance at YOUR request or direction. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of US, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
2. Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event WE cancel or non-renew this Policy or in the event of a Material Change to this Policy, **WE shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a Material Change, but 10 days prior to the effective date of cancellation in the event YOU have failed to pay a premium when**

due. YOU shall provide written notice to US of all such Certificate Holders, if any, specified in each Certificate of Insurance (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from US. Underwriters' obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

3. It is further understood and agreed that OUR authorization of the Certificate Issuer under this memorandum is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for US or bind US for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this memorandum
4. As used in this memorandum:
 - (i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy YOUR contractual obligation.
 - (ii) Material Change means an endorsement or memorandum to or amendment of this Policy after issuance of this Policy by US that restricts the coverage afforded to YOU.

MEMORANDUM FOURTEEN

DESIGN BUILD

It is hereby understood and agreed that on Projects for which the NAMED ASSURED, a subsidiary of the NAMED ASSURED, a subcontractor to the NAMED ASSURED, an entity under common ownership, or an entity that owns the NAMED ASSURED, performs PROFESSIONAL SERVICES and construction, erection, fabrication, installation, assembly, manufacture, or the supply of equipment or materials incorporated therein, the following Extensions and Exclusions shall apply.

1. Mitigation of Loss Extension
This Policy is extended to indemnify YOU in respect of reasonable costs and expenses necessarily incurred in respect of any action taken prior to hand-over of the contract, excess of the Self-Insured Retention, to mitigate a loss or potential loss arising out of an act, error or omission which otherwise would have been the subject of a CLAIM under this Policy.

The onus of proving a claim under this memorandum shall be upon YOU who will be obliged:

- a. to give written notice to US during the Policy period of the intention to take actions that will incur such reasonable costs and expenses excess of the Self-Insured Retention, and
- b. to obtain written agreement from US prior to incurring such reasonable costs and expenses, payment of which shall be at OUR sole discretion.

However, this extension shall not apply to contracts where YOU are the ultimate owner of the building and/or facility, unless specifically agreed by US.

2. Provided however this Policy shall not cover any CLAIM based upon or arising out of:
 - a. the acquisition of any real estate or the securing of financing for the acquisition of any real estate;

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Person(s) Or Organization(s):	Florida Department of Environmental Protection, Louis J. Timchak, Jr., receiver The City of Los Angeles and Los Angeles Unified School District & The Board of Education of the City of Los Angeles, 333 S Beaudry Avenue, 28th Floor, Los Angeles, CA 90017 Texas Water Utilities, Inc., SWWC Utilities, Inc., Midway Water Utilities, Inc. c/o myCOI, 1075 Broad Ripple Ave., Suite 313, Indianapolis IN 46220 USA Vendors, Managers, Lessors of Premises, Lessors of Leased Equipment Any entity where required by a written contract which was executed prior to the date of loss or claim.
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With respect to coverage provided under this endorsement only, the following is added under Section III – Who Is An Insured:

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

The Person(s) Or Organization(s) shown in the Schedule of this endorsement, provided you have agreed to provide additional insured status in a written contract or agreement that was executed prior to the:

1. Commencement of "your work"; and
2. Date the "pollution conditions" first commenced.

The Person(s) Or Organization(s) shown in the Schedule of this endorsement is an insured only with respect to "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" for which such Persons(s) Or Organization(s) is liable because of "your work". There is no coverage under this insurance for any "claims" arising out of the sole negligence of such Person(s) Or Organization(s).

However, the 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 contract or agreement to provide for such additional insured; and

- c. Is limited to the lesser of the Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement.

All other terms and conditions remain unchanged.

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

2. Excess Insurance

- a. This insurance is excess over:
 - (1) Any other insurance, whether primary, excess, contingent, or on any other basis if you are an insured on an insurance policy that applies to "your work" performed at a specific job site and that insurance policy applies to a specific job site;
 - (2) Any other valid and collectible insurance available to you covering liability for "losses" arising out of "your work", including that work for which you have been added as an additional insured by an endorsement, by definition in a contract or agreement, or by combination thereof;
 - (3) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" in this Policy;
 - (4) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy, or similar insurance program under which an insured is covered; or
 - (5) Any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, covering a:
 - (a) "Transportation pollution condition", if Insuring Agreement **A.2.** Transportation Pollution Liability is shown as purchased in the Declarations;
 - (b) "Pollution condition" on a "non-owned disposal site", if Insuring Agreement **A.3.** Non-Owned Disposal Site Liability is shown as purchased in the Declarations; or
 - (c) "Pollution condition" resulting from "your work" if you are an insured on an insurance policy that applies to "your work" performed at a specific job site or if you are added as an additional insured on another insurance policy.
- b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

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

3. Method Of Sharing

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

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

G. Premium Audit

J. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

K. Two Or More Insuring Agreements, Coverage Forms, Or Policies Issued By Us

If more than one Insuring Agreement, Coverage Form, or policy issued to you by us or any company affiliated with us applies to the same "claim", the aggregate maximum limit of insurance under all of the Insuring Agreements, Coverage Forms, or policies will not exceed the highest applicable limit of insurance under any one Insuring Agreement, Coverage Form, or policy. This condition does not apply to:

1. Any Insuring Agreement, Coverage Form, or policy issued by us or an affiliated company specifically to apply as excess insurance over this Policy; or
2. Any Insuring Agreement covering "crisis management costs" or "emergency response costs".

D. ACTION AGAINST US

No action shall lie against US unless, as a condition precedent thereto, the INSURED shall have fully complied with all of the terms of this memorandum, nor until the amount of the INSURED'S obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and US. Nothing contained herein shall give any person or organization any right to join US as a party to any CLAIM against the INSURED to determine their liability, nor shall WE be impleaded by the INSUREDS or their legal representative in any CLAIM.

E. SUBROGATION

In the event of any payment under this memorandum, WE shall be subrogated to all the INSUREDS' rights of recovery therefore against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to DAMAGES and CLAIMS EXPENSES paid by US, and third to the applicable Deductible. Any additional amounts recovered shall be paid to YOU.

However, WE agree to waive our rights of recovery against any client of YOURS to the extent that YOU had, prior to a CLAIM, a written agreement to waive such rights.

MEMORANDUM FORTY-THREE PROTECTIVE INDEMNITY

In accordance with the terms of this memorandum and subject to the terms, conditions, provisions and limits of the Policy, WE agree that this Policy is extended as set out below. In the event of any conflict between the terms of this memorandum and the Policy, this memorandum shall prevail.

I. ADDITIONAL INSURING AGREEMENT**Protective Indemnity**

WE will, up to an amount of USD10,000,000 in excess YOUR Deductible as set forth in the Risk Details, indemnify YOU for a PROTECTIVE LOSS on a PROTECTIVE CLAIM first made against the RESPONSIBLE ENTITY and reported to US during the PERIOD OF INSURANCE that is established by a final judgement or a settlement to which WE agree to in writing, in excess of all collectible RESPONSIBLE ENTITY INSURANCE, provided that YOU have made all reasonable efforts to recover all PROTECTIVE LOSS from every RESPONSIBLE ENTITY.

II. MEMORANDUM DEFINITIONS

throughout this memorandum, wherever these words appear in capital letters they have the below indicated meanings:

- A. PROTECTIVE CLAIM - means written demand, demand for arbitration or mediation or a suit instituted by YOU against the RESPONSIBLE ENTITY seeking a remedy and alleging liability or responsibility on the part of such RESPONSIBLE ENTITY