

FROM: Mickey Siegel<msiegel@jmwilson.com>
TO: Brokerage Indexing
SENT: Tuesday, April 30, 2024 9:04:32 AM Eastern Daylight Time
SUBJECT: FW: excavator working for city
ATTACHMENTS: Green Tech.pdf;

Mickey Siegel | Territory Development Manager - Arizona
JM WILSON CORPORATION

CA License #0114618
8036 Moorsbridge Rd.
Portage, MI 49024
Phone: 800-734-6982 / 269-321-4707
www.jmwilson.com

From: Steve Kolaja <s.kolaja@futureins.com>
Sent: Tuesday, April 30, 2024 5:28 AM
To: Mickey Siegel <msiegel@jmwilson.com>
Subject: RE: excavator working for city

Mickey,
Attached is your requested application. Green Tech has been contracted to inspect 141 water lines coming from the road or water box going to homes. The lines will be replaced depending on if they are galvanized, lead, copper, or plastic.

The stipulation in the agreement (attached) indicates the coverage must remain in force for no less than three years after final completion.

Green Tech has no Pollution or Professional Liability insurance. He has had GL for several years.

I will forward loss runs on the GL in a separate email. I do need Professional Liability, also.
Thanks,
Steve

From: Mickey Siegel <msiegel@jmwilson.com>
Sent: Monday, April 29, 2024 12:16 PM
To: Jaime Fenimore <jfenimore@jmwilson.com>; Steve Kolaja <s.kolaja@futureins.com>
Cc: Amy Hotrum <ahotrum@jmwilson.com>
Subject: RE: excavator working for city

Hey Steve,

Please find attached to this email an application for an Environmental package that we should be able to offer the client that includes pollution, general liability and professional liability. If I am unable to provide all lines on one package, I will get ahold of Amy to assist with the professional. With this application, would you please also be able to send over or confirm/answer the following items:

- Will this be a project specific policy or written on an annual/bi-annual basis? (can be answered in the app)
- What is the scope of the excavation work that is being done? (can be answered in the app)
- Please provide 3-5 years of loss runs for all GL, Pollution or Professional policies that the client has had in place.
- Please provide copy of contract with insurance requirements in place.

Thanks!

Mickey Siegel | Territory Development Manager - Arizona

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From: Jaime Fenimore <jfenimore@jmwilson.com>
Sent: Monday, April 29, 2024 9:02 AM
To: Steve Kolaja <s.kolaja@futureins.com>
Cc: Mickey Siegel <msiegel@jmwilson.com>; Amy Hotrum <ahotrum@jmwilson.com>
Subject: excavator working for city

Hi Steve,

It was nice to speak with you! Mickey is currently doing our pollution policies and Amy said she may be able to do the professional.

Steve has an excavator working for the city and they are requiring professional and pollution liability both with 2M/4M limits. Can you please send him what you need in order to quote? Thank you!

Jaime Fenimore, MS, CPCU | Brokerage Underwriter

JM WILSON CORPORATION

CA License #0114618
130 E Wilson Bridge Rd, Ste 305
Worthington, OH 43085
Phone: 800-666-5692 / 866-807-3148
Submission Email Address : brokerage@jmwilson.com
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ENVIRONMENTAL CONTRACTORS AND CONSULTANTS LIABILITY APPLICATION

PLEASE ANSWER ALL QUESTIONS COMPLETELY.

ALL APPLICANTS MUST SUBMIT THE FOLLOWING INFORMATION IN ADDITION TO THE APPLICATION:

- Five (5) years of currently valued loss runs, including: General Liability, Pollution Liability and Professional Liability, if applicable.

I. APPLICANT INFORMATION

1.1 Applicant (Proposed Named Insured): Green Tech Systems, LLC
1.2 Address: 214 Athlone Beach
City, State, ZIP: Bay City, MI 48706
1.3 Year Established: 2010
1.4 Type of Business: ☐ Sole-Proprietor ☐ Partnership ☐ Corporation ☐ Joint-Venture (JV) ☒ LLC
☐ If JV or Other, please describe:

1.5 Phone: 989 737 8508
1.6 Email: mark@greentechsystemsllc.com
1.7 Website(s):

II. COVERAGE(S)

- 2.1 Requested Coverage(s): ☐ Commercial General Liability (CGL)
☐ Environmental Impairment Liability (EIL) (must complete separate application)
☒ Contractors Pollution Liability (CPL)
☐ Environmental Consultants Professional Liability (ECPL)
☐ Transportation Pollution Liability (TPL)
☐ Products Pollution Liability (PPL) (must complete separate application)
☐ Non-Owned Disposal Sites (NODS)

What is the requested Effective Date for the coverages indicated above?

- 2.2 Is this New Business or are you seeking a Renewal Policy? ☒ New Business ☐ Renewal

- 2.3 Please indicate below the Limits of Liability and Deductibles requested: 5-1-24

Coverage	Limits of Liability	Deductible	Occurrence or Claims Made	Retroactive Date (if applicable)
CGL	\$ Each OCC / CM	\$	<input type="checkbox"/> OCC	
	\$ Aggregate		<input type="checkbox"/> CM	
EIL	\$ Each Claim	\$	<input type="checkbox"/> CM	
	\$ Aggregate			
CPL	\$ 2M Each OCC / CM	\$	<input type="checkbox"/> OCC	
	\$ 4M Aggregate		<input type="checkbox"/> CM	
ECPL	\$ Each CM	\$	<input type="checkbox"/> CM	
	\$ Aggregate			
PPL	\$ Each OCC / CM	\$	<input type="checkbox"/> OCC	
	\$ Aggregate		<input type="checkbox"/> CM	
NODS	\$ Each OCC / CM	\$	<input type="checkbox"/> OCC	
	\$ Aggregate		<input type="checkbox"/> CM	

- 2.4 If this is New Business, please indicate your Existing Coverage(s)* and complete the table below: ☒ CGL ☐ EIL ☐ CPL ☐ TPL
☐ PPL ☐ NODS

Complete details for your current insurance coverages:

Coverage	Effective Date	Expiration Date	Carrier	Premium	Limits of Liability	Deductible	Occurrence or Claims Made	Retroactive Date
CGL	9-1-23	9-1-24	Freshpoint	\$12,000	\$1M Each OCC / CM \$2M Aggregate	\$ 0	<input checked="" type="checkbox"/> OCC <input type="checkbox"/> CM	N/A
EIL				\$	\$ Each OCC / CM	\$	<input type="checkbox"/> OCC	
				\$	\$ Aggregate		<input type="checkbox"/> CM	
CPL				\$	\$ Each OCC / CM	\$	<input type="checkbox"/> OCC	
				\$	\$ Aggregate		<input type="checkbox"/> CM	
ECPL				\$	\$ Each OCC / CM	\$	<input type="checkbox"/> OCC	
				\$	\$ Aggregate		<input type="checkbox"/> CM	
TPL				\$	\$ Each OCC / CM	\$	<input type="checkbox"/> OCC	
				\$	\$ Aggregate		<input type="checkbox"/> CM	
PPL				\$	\$ Each OCC / CM	\$	<input type="checkbox"/> OCC	
				\$	\$ Aggregate		<input type="checkbox"/> CM	

ENVIRONMENTAL CONTRACTORS AND CONSULTANTS LIABILITY APPLICATION

NODS

\$

\$

\$

☐ OCC

☐ CM

***PLEASE ATTACH THE DECLARATIONS PAGE FOR EACH OF YOUR EXISTING COVERAGES.**

2.5 Has any policy or coverage listed been declined, canceled and/or non-renewed during the prior three (3) years? ☐ Yes ☒ No
If yes, please explain:

2.6 Please list other coverages and endorsements that Applicant is requesting: *Contractors Professional*

III. GROSS RECEIPTS

Please provide Applicant's total Gross Receipts for the past three consecutive Fiscal Years and estimated Gross Receipts for the current Fiscal Year.
Note: Gross Receipts are the total of all receipts, invoices and/or billing without any deductions of any kind.

Gross Receipts should include revenue from subcontracted work.

3.1	Fiscal Year	Gross Receipts
Current Fiscal Year	to <i>2024</i>	\$ <i>2M</i>
First Prior Year	to <i>2023</i>	\$ <i>1.7M</i>
Second Prior Year	to <i>2022</i>	\$ <i>1,650,000</i>
Third Prior Year	to <i>2021</i>	\$ <i>1.8M</i>

3.2 Please indicate your Projected Gross Receipts for the Current Fiscal Year, for each type of Consulting or Contracting Work listed.

Environmental Contracting		Consulting / Laboratory	
Above Ground Storage Tank Installation	\$	Air Monitoring	\$
Above Ground Storage Tank Removal	\$	Analytical Laboratories	\$
Asbestos Abatement	\$	Civil Engineering	\$
Bio Remediation	\$	Environmental Compliance	\$
Environmental Drilling (not oil/gas)	\$	Environmental Impact Studies	\$
Emergency Response	\$	Environmental Permitting	\$
Fire / Water Restoration	\$	Environmental Sampling	\$
Hazmat Clean Up	\$	Expert Witness	\$
Hazmat Packing / Pickup	\$	Geophysical (i.e. drilling, sampling, etc.)	\$
Lead Abatement	\$	Geotechnical (i.e. foundation, retaining wall, slope stability, etc.)	\$
Liquid Waste Remediation	\$	Hazmat Consulting	\$
Mold Remediation	\$	Hydrogeological Investigations	\$
PCB Removal / Remediation	\$	Indoor Air Quality	\$
Soil Removal / Remediation	\$	Industrial Hygiene / HASP	\$
Soil Excavation – other than petroleum	\$	Litigation Support	\$
Tank &/or Pipe Cleaning	\$	Manual Preparation	\$
Underground Storage Tank Installation	\$	Mold Evaluation / Consulting	\$
Underground Storage Tank Removal	\$	Phase I Environmental Assessments	\$
Wetlands Contracting	\$	Phase II & III Environmental Assessments	\$
Non-Environmental Contracting		Regulatory Compliance / Permitting	\$
Carpentry	\$	Pipeline Testing	\$
Non-Environmental Drilling	\$	Radon Detection	\$
Demolition	\$	Remedial Investigation / Studies	\$
Janitorial Cleaning	\$	Remedial Design	\$
Electrical	\$	Remediation Oversight	\$
General Contractor	\$ <i>EXCAVATION 2M</i>	Safety Training	\$
Grading Contractor	\$	Underground Storage Tank Testing	\$
Industrial Cleaning	\$	Wetlands	\$
Maintenance / Janitorial	\$	Other – Consulting / Laboratory	
Masonry	\$		\$
Mechanical Construction	\$		\$
Metal Erection	\$		\$
Painting	\$		\$
Paving	\$		
Pipeline Installation	\$		
Plumbing	\$		
Roofing	\$		
Oil and Gas	\$		
Street and Road	\$		
Other – Contracting			
	\$		
	\$		

ENVIRONMENTAL CONTRACTORS AND CONSULTANTS LIABILITY APPLICATION

	\$	
	\$	
Total Projected Contracting Gross Receipts:	\$	Total Projected Consulting/Laboratory Gross Receipts: \$

IV. SUBCONTRACTED OPERATIONS

☐ N/A

4.1 What percentage of Applicant's total work was subcontracted to third parties in the past year: 2 %

4.2 Description of Subcontracted Operations	Percentage of Applicant's Total Gross Receipts Derived from Subcontracted Operations
Plumbing	2 %
	%
	%
	%
	%

4.3 Are all subcontractors licensed and accredited to provide the services they are retained for? ☒ Yes ☐ No

4.4 Does the Applicant obtain confirmation of such licensing or accreditation?
If yes, is such documentation maintained on file? ☒ Yes ☐ No

4.5 Does Applicant require that a standard contract be signed by all its sub-consultants / subcontractors / independent contractors? **If yes, please include a copy of such standard contract.** ☐ Yes ☒ No

If yes, which of the following provisions does Applicant's standard contract include?

☐ Hold Harmless and Indemnification Clause in Applicant's Favor

☐ Detailed Scope of Services Clause

☐ Requirement that Applicant be named as an Additional Insured on consultant's / subcontractor's / independent contractor's Commercial General Liability policy

☐ Requirement that Applicant be granted a Waiver of Subrogation on sub-consultant's / subcontractor's / independent contractor's Commercial General Liability policy

4.6 Provide the Minimum Insurance Requirements of your sub-consultants / subcontractors / independent contractors:

Contractors Pollution Liability:	\$	each OCC / CM	\$	Aggregate
Professional Liability:	\$	each OCC / CM	\$	Aggregate
Commercial General Liability:	\$	each OCC	\$	Aggregate

4.7 Does Applicant collect Certificates of Insurance evidencing General Liability, Professional Liability, and Pollution Liability insurance coverages from all sub-consultants / subcontractors / independent contractors, prior to having them perform any work or operations on Applicant's behalf? ☒ Yes ☐ No

V. APPLICANT'S OPERATIONS

5.1 Does the Applicant, directly or indirectly, perform work on residential properties? ☒ Yes ☐ No
If yes, what percentage of the Applicant's overall sales are derived from residential work? 0 %

5.2 Are more than 50% of the Applicant's services subcontracted to third parties? ☐ Yes ☒ No
If yes, please explain:

5.3 Is the Applicant applying for project specific coverage? ☒ Yes ☐ No
If yes, please attach a copy of the contract for the project and complete the Project Specific Supplemental Application.

5.4 Does the Applicant conduct geotechnical or geophysical operations? ☐ Yes ☒ No
If yes, what percentage of the Applicant's Gross Receipts are associated with these operations? %
Please attach a detailed list of the Applicant's geotechnical and geophysical operations and attach the resumes of all employees (and subcontractors) who conduct these operations on Applicant's behalf.

5.5 Does the Applicant install any type of liner (i.e. landfill, lagoons, etc.)? ☐ Yes ☒ No
If yes, what percentage of the applicant's gross receipts are associated with these operations? %
Please attach resumes and certifications of employees (and subcontractors) installing the liners and attach a copy of Applicant's installation procedures and testing procedures for the installed liners.

5.6 Does the Applicant conduct tank installation work? ☐ Yes ☒ No
If yes:

a. What percentage of the applicant's overall sales are associated with these operations? %

b. Are the installed tanks precision tightness tested, before being released to owner? ☐ Yes ☐ No

c. Does the Applicant apply any type of corrosion protection? ☐ Yes ☐ No

d. Are tanks tested and certified by a registered professional before use? ☐ Yes ☐ No

Please attach resumes and certifications of all tank installation employees (and subcontractors) and attach a list of the type of tanks Applicant installs, a list of the type of corrosion protection Applicant uses, and a copy of Applicant's installation procedures.

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5.7 Please list all states where Applicant performs operations: Michigan

Does Applicant perform any operations in New York State?

☐ Yes ☒ No

If yes, does Applicant conduct any operations in any of the five (5) boroughs of New York City (Manhattan, Brooklyn, Queens, Bronx and Staten Island) and/or Nassau, Suffolk or Westchester Counties?

☐ Yes ☐ No

If yes:

- a. What percentage of Applicant's total operations are conducted in New York State? %
- b. What percentage of Applicant's total operations are conducted in the five (5) boroughs of New York City (Manhattan, Brooklyn, Queens, Bronx and Staten Island) and/or Nassau, Suffolk or Westchester Counties? %

5.8 Does the Applicant conduct any type of mold contracting or mold consulting work?

☐ Yes ☒ No

If yes:

- a. Please describe the work in an attachment.
- b. Please provide training certifications/credentials on all employees (and subcontractors) providing these services.
- If no, but the Applicant is interested in being considered for mold coverage for claims that may arise from the applicant's contracting operations, please complete and attach a Supplemental Mold Application.

5.9 Does the Applicant conduct any Phase I or Real Estate Transfer Assessments?

☐ Yes ☒ No

What percentage of the Applicant's overall sales are associated with these operations? %

Does the Applicant follow ASTM-1527 guidelines?

☐ Yes ☒ No

5.10 Does the Applicant perform any drilling services?

☐ Yes ☐ No

If so, what is the maximum depth?

VI. STAFFING

6.1 Please provide the number of personnel Applicant employs in each role listed below. Account for each person only once, by primary function.

Job Type	Number of Staff
Architects, Engineers, Geologists, Hydrogeologists	0
Industrial Hygienists, Toxicologists, CIHs or CSPs	0
Supervisors/Foremen/Leadmen	2
Draftsmen, Technicians	0
Laborers	3
Asbestos Handlers/Workers; AHERA	0
Hazardous Waste/HAZWOPER Workers (other than Asbestos)	0
Other, please describe:	
Other, please describe:	
Other, please describe:	

VII. GENERAL BUSINESS AND RISK INFORMATION

7.1 Is the Applicant, or any other entity for which coverage is sought, currently sharing office space, sharing employees, sharing client or customer information, or generally commingling operations or services of any kind, with any other business or entity (whether or not it is a related or affiliated entity)?

☐ Yes ☒ No

If yes, please provide an explanation.

7.2 Is the Applicant, any other entity for which coverage is sought, or any related or affiliated entity or predecessor entity, currently involved in any litigation, administrative proceeding, regulatory or governmental investigation or proceeding, or arbitration proceeding?

☐ Yes ☒ No

If yes, please provide an explanation.

7.3 Is the Applicant a successor to any other business entity?

☐ Yes ☒ No

If yes, what is the name of the predecessor entity?

7.4 Has the Applicant, or any officer, owner or employee ever been convicted of a crime in connection with the Applicant's work or business operations?

☐ Yes ☒ No

If yes, please provide an explanation.

7.5 Has the Applicant, any other entity for which coverage is sought, or any related or affiliated entity or predecessor entity, ever been (or currently is) the subject of bankruptcy, reorganization, solvency, dissolution or other debtor related proceedings and/or has made assignment for the benefit of creditors?

☐ Yes ☒ No

If yes, please provide an explanation.

VIII. CLAIMS/CIRCUMSTANCES

Please respond to the following questions to the best of your knowledge and belief, after conducting due diligence and inquiry with any individuals who may have knowledge or information about the matters described below.

PLEASE PROVIDE FIVE (5) YEARS OF LOSS INFORMATION WHEN SUBMITTING THIS APPLICATION.

8.1 Has any claim, suit, regulatory investigation or proceeding or other proceeding or notice of incident been made against any proposed insured or any employee, contractor or staff member of any proposed insured, in the last five (5) years?

☐ Yes ☒ No

8.2 Has Applicant received any notices of actual or potential violations, citations, fines, penalties, complaints, or enforcement or regulatory actions in any way relating to Applicant's work or operations, in the last five (5) years?

☐ Yes ☒ No

ENVIRONMENTAL CONTRACTORS AND CONSULTANTS LIABILITY APPLICATION

- 8.3 At the time of signing this application, is Applicant aware of any event, fact, circumstance, situation, demand, act, error or omission which can reasonably be expected to result in a claim, suit, or proceeding being made against any proposed insured? ☐ Yes ☒ No
- 8.4 At the time of signing this application, is Applicant aware of any event, fact, circumstance, situation, demand, act, error or omission which can reasonably be expected to result in a claim, suit, or proceeding being made against any proposed insured for environmental damage, bodily injury or property damage arising from the release of hazardous substances or other pollutants into the environment? ☐ Yes ☒ No
- 8.5 Has Applicant or any proposed insured ever paid out more than \$25,000 for any one claim or loss? ☐ Yes ☒ No

If you responded "Yes" to any of the above questions in this section, please provide full details in an attachment to this Application.

NOTICE: The policy applied for, if issued, will not insure: any claim, suit, regulatory investigation or proceeding or other proceeding or incident disclosed, or which should have been disclosed, in response to the above; or any claim, suit, regulatory investigation or proceeding or other proceeding that arises from any event, fact, circumstance, situation, demand, act, error or omission disclosed, or which should have been disclosed in response to the above.

IX. FRAUD WARNINGS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

(Not applicable in AL, AR, CO, DC, FL, KY, KS, LA, ME, MD, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA and WV).

APPLICABLE IN AL, AR, DC, LA, MD, NM, RI AND WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD only.

APPLICABLE IN CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN FL AND OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL only.

APPLICABLE IN KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KY, NY, OH AND PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY only.

APPLICABLE IN ME, TN, VA AND WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME only.

APPLICABLE IN NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

APPLICABLE IN VT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

ENVIRONMENTAL CONTRACTORS AND CONSULTANTS LIABILITY APPLICATION

X. REPRESENTATIONS AND SIGNATURE

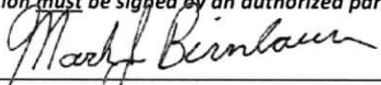
By signing this Application, the undersigned represents, on behalf of the Applicant and all proposed insureds, the following:

- a. After conducting due diligence, the statements in the Application and Supplemental Application furnished to the Company are accurate and complete;
- b. Those statements furnished to the Company are representations Applicant makes on behalf of all proposed insureds;
- c. Those representations are a material inducement to the Company to provide a premium proposal;
- d. If a policy is issued, the Company will have issued this Policy in reliance upon those representations;
- e. If there is any material change in the Applicant's condition or in the Applicant's activities, services, or answers provided in this Application that occurs or is discovered between the date this Application is signed and the Effective Date of any policy, if issued, Applicant will immediately report such material change to the Company in writing; and
- f. The Company reserves the right, upon receipt of such notice, to change or rescind any proposal previously offered by the

As used above, the term "Company" refers to Capitol Specialty Insurance Corporation.

NOTHING IN THIS APPLICATION SHOULD BE INTERPRETED TO MEAN THAT COVERAGE WILL BE OFFERED TO APPLICANT, OR THAT ANY PERSONS, EVENTS OR OTHER SPECIFICS REFERENCED IN QUESTIONS, OR ANSWERS TO QUESTIONS, WILL BE COVERED UNDER ANY POLICY BOUND OR ISSUED TO APPLICANT.

This Application must be signed by an authorized partner, officer or other principal of Applicant shown in Question 1.1 of this Application.



Signature of Authorized Representative of Applicant

Mark J. Birnbaum

Type / Print Name of Authorized Representative



Producer Signature

President

Title

04/29/24

Date

4-30-24

Date

Green Tech

Ryan BAIR 810-533-0998

amount of the total as-bid Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.

2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. The Owner's and Contractor's Protective Liability Insurance shall include the following persons or entities as insureds:

- a. The City of Clio
- b. ROWE Professional Services Company
- c. Genesee County Drain Commissioner's Office Division of Water and Waste Services
- d. The State of Michigan, Michigan Transportation Commission, Department of Transportation, and governmental bodies performing permit activities under a maintenance contract, and all officers, agents and employees of all the above, for claims arising out of, under, or by reason of operations covered by the permit issued to the permittee.

505 W Vienna St
Clio 48420

- E. ~~Workers' Compensation and Employer's Liability~~: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$500,000
Each Accident	\$500,000
Property Damage	
Each Accident	\$250,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$1,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$2,000,000
General Aggregate	\$4,000,000

- N. **Contractor's Professional Liability Insurance:** If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

SC-7.03 *Labor; Working Hours*

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

- B. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work between 7:00 A.M. and 7:00 P.M. any day other than Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. Work is not permitted on Sundays or the listed holidays.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.13 *Owner's Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be a City staff personnel determined by the Owner at a later date. The authority and responsibilities of Owner's Site Representative follow: *To oversee the project.*