



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 958176
Solicitation Description: Deep Injection Roadway Settlement Stabilization
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-01-21 14:30	SR 0803 ESR01112200000004139	1

VENDOR
 000000185485
 URETEK USA INC

Solicitation Number: ARFQ 0803 DOT2200000016
Total Bid: 0
Response Date: 2022-01-21
Response Time: 09:04:59
Comments:

FOR INFORMATION CONTACT THE BUYER

Kristine E James
 304-414-7104
 kristy.e.james@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Highway and road maintenance service	0.00000	LB	26683.000000	0.00


Comm Code	Manufacturer	Specification	Model #
72141003			

Commodity Line Comments:

Extended Description:

Highway and road maintenance service

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



(Name, Title)
Laura Goodwin, National Sales Coordinator

(Printed Name and Title)
PO Box 1929, Tomball, TX 77377

(Address)
512-652-8595

(Phone Number) / (Fax Number)
lgoodwin@uretekusa.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

URETEK USA, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Edward Hibbard, SVP

(Printed Name and Title of Authorized Representative)

01/19/2022

(Date)

281-351-7800

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

URETEK USA, Inc.

Company

Authorized Signature  Edward Hibbard, SVP

01/19/2022

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Deep Injection Roadway Settlement Stabilization

- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Laura Goodwin
Telephone Number: 512-652-8595
Fax Number: 281-351-0884
Email Address: lgoodwin@uretekusa.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

PRICING PAGE - ATTACHMENT A (ATT A)
Deep Injection Roadway Settlement Stabilization

Vendor Name : **URETEK USA, Inc.**

Vendor Instructions: Please provide a price for all Contract Items listed below. Qualifying bids will be evaluated based on the sum of the bid totals to determine the low bid Vendor. Failure to bid on all items may result in disqualification. This is a single-vendor award contract and Vendor shall have the capacity to service all WVDOT Districts statewide.

Contract Item #	Description	Unit Of Measure	Bid Price
A	High-Density Polyurethane Foam Injection*	Pound	\$7.10
B1	Mobilization -District 1: Boone, Clay, Kanawha, Mason and Putnam counties	Each	\$2,500.00
B2	Mobilization -District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties	Each	\$2,500.00
B3	Mobilization -District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties	Each	\$2,500.00
B4	Mobilization -District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties	Each	\$2,500.00
B5	Mobilization -District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties	Each	\$2,500.00
B6	Mobilization -District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties	Each	\$2,500.00
B7	Mobilization -District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties	Each	\$2,500.00
B8	Mobilization -District 8: Pendleton, Pocahontas, Randolph and Tucker counties	Each	\$2,500.00
B9	Mobilization -District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties	Each	\$2,500.00
B10	Mobilization -District 10: McDowell, Mercer, Raleigh and Wyoming counties	Each	\$2,500.00
C	Mobilization - Additional	Each	\$500.00
D1	Traffic Control - Pilot Truck and Driver	Day	\$750.00
D2	Traffic Control - Devices	Unit	\$25.00
D3	Traffic Control - Traffic Flagger	Hour	\$200.00
D4	Traffic Control - Traffic Arrow Board	Day	\$200.00
E	Extended 3-Year Warranty	Each	\$0.90
Total Bid:			\$26,683.00

***Please note:** The bid price for High Density Polyurethane Foam Injection shall be an all-inclusive price which includes labor, equipment, materials, Standard Warranty and incidentals related to carrying out Deep Injection Roadway Settlement Stabilization project.

Vendor Qualification Form- ATTACHMENT C (ATT C)
Deep Injection Roadway Settlement Stabilization

B. **Supervisor and Crew Experience, Section 3.2.6.2:** Provide the names of all supervisors, lead workers, and technicians along with their crew role and years of experience. Minimum of three (3) years' experience required of supervisors, as described in referenced section.

Supervisor's Name: Please see attached **Years of Experience:** _____
Description of Experience: _____

Supervisor's Name: _____ **Years of Experience:** _____
Description of Experience: _____

Supervisor's Name: _____ **Years of Experience:** _____
Description of Experience: _____

Supervisor's Name: _____ **Years of Experience:** _____
Description of Experience: _____

Supervisor's Name: _____ **Years of Experience:** _____
Description of Experience: _____

C. **Lead Worker's Names:** _____ **Years of Experience:** _____

D. **Technician's Names:** _____ **Years of Experience:** _____

Part III. REQUIRED CERTIFICATIONS

The certifications below shall be provided with the bid submission for bid evaluation. Failure to provide required certifications will result in disqualification of bid.

- High-Density Polyurethane Foam manufacturer certification - Section 3.2.1.1.**
- Panel Test for Hydro-Insensitivity of High-Density Polyurethane Grout - Section 3.2.1.2.**
- Pumping Unit Flow Meter certification/calibration documentation - Section 3.2.2.2.**

#	Vehicle Model	Year	Vin #	Plate #
S-01	16 Ford F250	2016	1FT7W2BT7GEB76153	HZR8157
S-02	16 Ford F250	2016	1FT7W2BT7GED46396	16H6202
S-03	16 Ford F250	2016	1F17W2BT3GED37968	HZP6367
S-04	17 DODGE RAM 2500 4X4	2017	3C6UR5HL5HG589337	JDY6816
S-05	17 DODGE RAM 2500 4X4	2017	3C6UR5HL7HG589338	JDY6817
S-06	17 DODGE RAM 2500 4X4	2017	3C6UR5HL1HG589321	JDY6818
S-69	09 FORD F150	2009	1FTRW12889FA26418	HDM7373
S-76	12 FORD F250	2012	1FT7W2AT8CEB68994	BX80020
S-77	12 FORD F250	2012	1FT7W2ATXCEB68995	BX80083
S-78	12 FORD F250	2012	1FT7W2AT9CEB24518	BX80019
S-79	12 FORD F150	2012	1FTEW1CM0CFB83524	BX80018
S-80	13 FORD F150	2013	1FTEW1CM7DKE19580	BXM5762
S-81	13 TOYOTA TUNDRA	2013	5TFEY5F17DX146632	CKK6769
S-82	13 TOYOTA TUNDRA	2013	5TFEY5F14DX134227	CKH4460
S-83	13 TOYOTA TUNDRA	2013	5TFEY5F14DX135765	CKH4459
S-84	13 TOYOTA TUNDRA	2013	5TFEY5F18DX147109	1804501 (IL)
S-85	13 TOYOTA TUNDRA	2013	5TFEY5F1XDX145393	CKH4464
S-86	14 FORD F250	2014	1FT7W2BT1EEB12235	CRK5670
S-87	15 FORD F550	2015	1FDOW5HT1FEA48026	K046835
S-88	15 FORD F250	2015	1FT7W2BT7FEA39633	DZX9768
S-89	16 FORD F450	2016	1FT8W4DT0GEA37270	K060361
S-90	15 FORD F450	2015	1FDOW4GT4FEC65520	K060362
S-92	15 FORD F450	2015	1FDOW4GTXFED58882	K060363
S-93	15 FORD F250	2015	1FT7W2BT6FEB59794	GBV9037
S-94	16 FORD F250	2016	1FT7W2BT9GEA64034	GXP3241
S-95	16 FORD F250	2016	1FT7W2BT1GEB04736	GXP3240
S-97	16 FORD F250	2016	1FT7W2BT2GEC02271	HHX3761
S-98	16 FORD F250	2016	1FT7W2BT4GEC68885	HHX3730
S-99	16 FORD F150	2016	1FTEW1CF2GKD62839	HHX3731
#	Vehicle Model	Year	Vin #	Plate #
T-10	99 FREIGHTLINER	1999	1FUYSYB6XPA87281	R197358
T-13	02 FREIGHTLINER	2002	1FUJBBCG82LJ55053	R197359
T-14	02 FREIGHTLINER	2002	1FUJBBCG92LJ55059	R197360
T-17	05 FREIGHTLINER	2005	1FUJBBC35LN99627	R197362
T-18	05 FREIGHTLINER	2005	1FUJBBC85LN99607	R197363
T-19	09 FREIGHTLINER	2009	1FUJGLDR39LAH7314	R197365
T-22	09 FREIGHTLINER	2009	1FUJGLDR59LAH7315	R197366
T-23	12 FREIGHTLINER	2012	1FUJGBDVOC5BM5805	R252493
T-24	12 FREIGHTLINER	2012	1FUJGLDRXCLBE9620	R252494
T-27	07INTERNATIONAL 4400	2007	1HTMSAAR67H361956	K060364
T-28	14 FORD F750	2014	3FRNF7FC4FV643680	K060365
T-30	12 FREIGHTLINER	2012	1FUJGNDV3CDBN8408	R281604
T-31	17 PETERBILT	2017	1XPCD49X8HD367823	R325074
T-32	18 PETERBILT	2018	1XPCDP9X1JD455149	R325075
T-47	16 HINO	2016	5PVNV8JV9G4S55457	K054834

T-48	16 HINO	2016	5PVNV8JV1G4S55467	K054835
T-51	16 Peterbilt	2016	2NP3LJ0X1GM325639	K060915
T-52	16 Peterbilt	2016	2NP3LJ0X5GM325630	K065755
T-53	18 Peterbilt	2018	2NP2HM6X5JM479204	JTB2134
T-54	18 PETERBILT	2018	2NP2HM6X7JM479205	NA
U-30	99 UTILITY TRAILER	1999	1UYVS2489XU953001	Y55671
U-31	02 GREAT DANE	2002	1GRAA72212B055904	090B516
U-35	97 UTILITY TRAILER	1997	1K9133426V2054558	077B148
U-36	00 UTILITY TRAILER	2000	1K9133427Y2054590	Y05625
U-39	04 UTILITY TRAILER	2004	1GRAA72284S701734	Y05340
U-40	04 UTILITY TRAILER	2004	1GRAA72244S701732	Y05416
U-47	FAST TRACK VAN 26' BOX	2016	SN MTX15VB47886001	
U-48	FAST TRACK VAN 26' BOX	2016		
U-49	UTILITY TRAILER	2007	1UYVS248X7M207401	091C318
U-50	08 UTILITY TRAILER	2008	1UYVS25368G269302	090C053
Note: Each of our production units has two Graco pumping units and two injection guns.				
We utilize Hilti TE 70 Electric Drills				
All or our production units are equiped with certified flow meter that measure in pounds and gallons.				

YEAR	PROJECT #	PRIME CONTRACTOR	DOT	CONTRACT # / PO #	CONTACT NAME	PHONE #	EMAIL	CONTRACT AMOUNT
2019	19PA81020	URETEK USA	Pennsylvania	48061100702534	Kevin Matthews	6108714163	kevmatthews@pa.gov	\$ 9,990.00
2019	19AZ67002	URETEK USA	Arizona	CTR41785	Stacy Wiesner	602-712-6939	swiesner@azdot.com	Annual Maintenance Contract
2019	19ID49001	URETEK USA	Idaho	F000159	Steve Gertonson	208-239-3309	steve.gertonson@itd.idaho.gov	Annual Maintenance Contract
2018	18UT49005	URETEK USA	Utah	199703	Thad Pinkerton	801-717-7739	tpinkerton@udot.gov	Annual Maintenance Contract
2018	18TN13019	URETEK USA	Tennessee	60401	Ken Hampton	615-741-3458	ken.hampton@tn.gov	Annual Maintenance Contract
2018	18NY70002	URETEK USA	New York	180240F	John McDowell	607-535-4992	john.macdowell@dot.ny.gov	\$ 48,906.20
2017	17KS48017	URETEK USA	Kansas	517116191	Clint Prose	620-481-4682	clinton.prose@ks.gov	\$ 765,000.00
2017	17WA39007	URETEK USA	Washington	MA5900 A12539	Rick Rodda	425-673-9370	roddaft@wsdot.wa.gov	\$ 119,875.00
2017	17NM46002	URETEK USA	New Mexico	80500-0000259754	Thomas Kratochvil	505-798-6637	tom.kratochvil@state.nm.gov	\$ 785,000.00
2016	16AL13009	URETEK USA	Alabama	Staars 16*450 on EP10	Davey Lyon	334-875-4455	lyond@dot.state.al.us	\$ 831,000.00
2016	16GA13018	URETEK USA	Georgia	48400-120-0000000015	Stacy Aultman	229-386-3280	saultman@dot.ga.gov	\$ 2,000,000.00
2016	16MS13014	URETEK USA	Mississippi	direct voucher	Matt Dunn	662-842-1122	mdunn@mdot.state.ms.us	\$ 500,000.00
2015	15KY31002	Westate Construction Inc	Kentucky	121GR15DO27 - NHPP IM	Paul Looney	502-782-4897	paul.looney@ky.gov	\$ 3,600,000.00
2015	15TX38005	URETEK USA	Texas	direct voucher	Jorge Oregel	915-356-0304	jorge.oregel@txdot.gov	\$ 1,000,000.00
2015	15OR39010	URETEK USA	Oregon	92266	Richard Stinson	541-936-0221	richard.t.stinson@odot.state.or.us	\$ 50,000.00
2014	14MO46004	Krupp Construction	Missouri	140124-F05	Tim Schroeder	314-453-5049	timothy.schroeder@modot.mo.gov	\$ 471,000.00
2014	14MI31002	URETEK USA	Michigan	25031 120315	Andy Bennett	517-322-5664	bennetta@michigan.gov	\$ 531,000.00
2014	14NM38002	URETEK USA	New Mexico	80500-0000187412	Frank Martinez	575-637-7236	frank.l.martinez@state.nm.us	\$ 304,000.00
2014	14TX01011	URETEK USA	Texas	7006100	Dennis Baldwin	972-973-6205	dbaldwin@dwfairport.com	\$ 9,548,500.00

REX KLENTZMAN, P.E.

DIRECTOR OF ENGINEERING, URETEK USA | URETEK ICR

13900 Humble Dr. Tomball, TX 77375

(281)351-7800

Rex@URETEKICR.COM

Texas Board of Professional Engineers Registration #108690



Experience

URETEK USA, Director of Engineering *Tomball TX (September 2017 – Present)*

- Consult on Polyurethane Grouting Ground Improvement Projects relating to transportation infrastructure
- Coordinate and execute testing regimens with the goal of ground improvement verification
- Present Engineering solutions to potential clients in a concise and direct manner
- Educate sales staff Design innovative and cost effective solutions for land development projects
- Review geotechnical reports and recommend pavement remediation designs

URETEK ICR, Engineering Support Manager *Tomball TX (September 2014 - Present)*

- Consult on Polyurethane Grouting Ground Improvement Projects relating to underground infrastructure, structural foundations, dewatering and shoreline stabilization
- Review geotechnical reports and recommend structural foundation remediation programs
- Develop training and educational materials for internal and public distribution
- Review geotechnical reports and recommend structural foundation remediation programs

Bleyl & Associates, Engineer *Austin & Conroe TX (October 2008 - Present)*

- Prepare construction documents; developed grading plans, cost estimates, utility plans, engineering reports and contract documents
- Provide construction oversight; conduct site visits, respond to requests for information and approve pay requests
- Design innovative and cost effective solutions for land development projects
- Review geotechnical reports and recommend pavement designs
- Develop and Maintain excellent relationships; stay in contact with all clients, respond promptly to inquiries, develop relationships with potential clients

Doucet & Associates, Engineer *Austin TX (January 2006 – October 2008)*

- Facilitate site permitting and platting with utility companies and the City of Austin and surrounding areas
- Manage project deadlines and give instructions to drafters
- Conduct hydraulic and hydrologic drainage studies, design storm water infrastructure
- Coordinate commercial and residential site and subdivision design with clients and design team

Uretek ICR Central Texas, Technician/Sales *Austin TX (August 2004 – October 2004, Summer 2001)*

- Apply the Uretek Method to resolve problem areas in sunken concrete
- Prepare project bids and make sales visits to potential clients

Uretek USA, Technician *Houston TX (Summer & Fall 1998, Summer 1999)*

- Apply the Uretek Method to resolve problem areas in sunken concrete

Education

Texas A&M University *College Station, TX (1999-2003)*

- Bachelor of Science, Civil Engineering, GPA 3.2
-

Supervisor and Crew Experience

Supervisors:

Jose Osorio – 13 yrs

Kevin White – 4 yrs

Rodney Blackwell – 8 yrs

Bennie Johnson – 17 yrs

John Metoyer – 13 yrs

Foremen/Lead Workers:

Thomas Walker – 5 yrs

Herbert Morrison – 3 yrs

Quontavious Holmes – 4 yrs

Robert Hattenbach – 4 yrs

Technicians:

Luke Price – 3 yrs

Hector Cardoza – 10 yrs

Jose Hernandez – 17 yrs

Hector Zamarripa Jr – 4 yrs

Daniel Dejournette – 5 yrs

Michael Smith – 3 yrs

Qualified Applicator Certificate

Qualified Applicator status is hereby granted to:

Jose Osorio

URETEK USA, Inc. is proud to announce that Jose Osorio has met the training and experience requirements to be certified as a Qualified Applicator of URETEK USA polymer injection products.

Year 2020

Hamdiya Torlak

HAMDIJA TORLAK
V.P. OF OPERATIONS

Michael Vinton

MIKE VINTON
PRESIDENT





■ JOSE OSORIO

- Start Date: 10/19/2008
- Projects
 - 2020
 - Project Name
 - MS DOT - District 2 - I-269 Locations
 - Project Location
 - Batesville, MS
 - Project Description
 - Stabilize soils and lift pavement
 - Project Date
 - 1/7/2020-4/2/2020
 - Contact name
 - Brian Childs
 - Contact Phone Number
 - 662-563-4541
 - 2019
 - Project Name
 - I 65 Kentucky
 - Project Location
 - Louisville, KY
 - Project Description
 - Lift roads, stabilize soils, and joint matching
 - Project Date
 - 9/12/2019-11/2/2019
 - Contact name
 - Phillips Heath
 - Contact Phone Number
 - 502-955-5436
 - 2018
 - Project Name
 - GA DOT - Dist 3 - I-75 Shoulder Stabilization - Houston County
 - Project Location
 - Thomaston, GA
 - Project Description
 - Soil stabilization
 - Project Date
 - 12/19/2017-2/21/2018
 - Contact name
 - Brian Johnston



- Contact Phone Number
 - 770-550-1990
- 2017
 - Project Name
 - GA DOT - Dist. 3 - SR 74 - Fayette County
 - Project Location
 - Peachtree City, GA
 - Project Description
 - stabilize soils and lift asphalt roadways
 - Project Date
 - 7/23/2017-8/22/2017
 - Contact name
 - Brian Johnston
 - Contact Phone Number
 - 770-550-1990
- 2016
 - Project Name
 - Mississippi Dept of Transportation - District 5
 - Project description
 - stabilize and densify soils and lift settled pavement
 - Project Date
 - 09/12/2016- 09/12/201
 - Contact name
 - Randall Copeland
 - Contact Phone Number
 - 601-683-334

Qualified Applicator Certificate

Qualified Applicator status is hereby granted to:

Kevin White

URETEK USA, Inc. is proud to announce that Kevin White has met the training and experience requirements to be certified as a Qualified Applicator of URETEK USA polymer injection products.

Year 2020

Hamdiya Torlak

HAMDIJA TORLAK
V.P. OF OPERATIONS

Michael Vinton

MIKE VINTON
PRESIDENT





▪ **KEVIN WHITE**

- Start Date: 11/14/2007
- Projects
 - 2020
 - Project Name
 - 102-20 Contract ODOT8 CLE Bridges - 20/01
 - Project Location
 - Lebanon, OH
 - Project Description
 - Stabilize soils and lift bridge approaches and departures
 - Project Date
 - 3/20/2020-4/16/2020
 - Contact name
 - Brandon Collett
 - Contact Phone Number
 - 513-9339472
 - 2019
 - Project Name
 - College Way Expansion
 - Project Location
 - Bellingham, WA
 - Project Description
 - Stabilize soils to assist in excavation
 - Project Date
 - 3/24/2019-4/18/2019
 - Contact name
 - Kyle Aamot
 - Contact Phone Number
 - 360-752-4330
 - 2018
 - Project Name
 - UDOT Project number F-I215(186)20
 - Project Location
 - Lehi, UT
 - Project Description
 - Joint stabilization and undersealing
 - Project Date
 - 5/16/2018-9/7/2018
 - Contact name
 - Cameron Erikson
 - Contact Phone Number



- 801-766-0444
- 2017
 - Project Name
 - ODOT Division 4 Multiple Sites
 - Project Location
 - Oklahoma City, OK
 - Project Description
 - Slab Jacking
 - Project Date
 - 10/22/2016-2/1/2017
 - Contact name
 - Tammy Robinson
 - Contact Phone Number
 - 405-206-5119
- 2016
 - Project Name
 - NCDOT Div. 14 - I26 20 mile Project
 - Project Location
 - Ashville, NC
 - Project Description
 - Pavement Slab Stabilization
 - Project Date
 - 9/13/2016-10/22/2016
 - Contact name
 - Jake Quigg
 - Contact Phone Number
 - 828-665-1180
- 2015
 - Project Name
 - I 24 stabilization
 - Project Location
 - Caldwell, KY
 - Project Description
 - stabilize, lift, joints, cracks and full depth stabilization of patches, dips etc.
 - Project Date
 - 7/26/2015-9/24/2015
 - Contact name
 - Mike Dougherty
 - Contact Phone Number
 - 270-836-9963

Qualified Applicator Certificate

Qualified Applicator status is hereby granted to:

Rodney Blackwell

URETEK USA, Inc. is proud to announce that Rodney Blackwell has met the training and experience requirements to be certified as a Qualified Applicator of URETEK USA polymer injection products.

Year 2020

Hamdija Torlak

HAMDIJA TORLAK
V.P. OF OPERATIONS

Michael Vinton

MIKE VINTON
PRESIDENT





- **RODNEY BLACKWELL**

- Start Date: 7/19/2013
- Projects
 - 2020
 - Project Name
 - DELDOT - I495 Bridge NB over the Christina River
 - Project Location
 - Wilmington, DE
 - Project Description
 - Stabilization and lifting concrete bridge approach slabs
 - Project Date
 - 2/22/2020-3/5/2020
 - Contact name
 - Robert Field
 - Contact Phone Number
 - 302-777-7673
 - 2019
 - Project Name
 - I-277 PAVEMENT AND BRIDGE REHABILITATION
 - Project Location
 - Jeffersonville, IN
 - Project Description
 - Slab leveling, under sealing, & void filling
 - Project Date
 - 7/10/2019-9/16/2019
 - Contact name
 - Jack McKean
 - Contact Phone Number
 - 812-285-4157
 - 2018
 - Project Name
 - Mudjacking Various Locations District 1
 - Project Location
 - Topeka, KS
 - Project Description
 - Multiple location foam jacking
 - Project Date
 - 3/12/2018-5/24/2018
 - Contact name
 - Clint Prose
 - Contact Phone Number



- 620-481-4682
- 2017
 - Project Name
 - North Harris TXDOT Bridge Approach Maintenance
 - Project Location
 - Houston, TX
 - Project Description
 - Bridge Approach and Departure Maintenance Method Contract
 - Project Date
 - 6/19/2017-8/10/2017
 - Contact name
 - Jhon Elam
 - Contact Phone Number
 - 281-319-6400
- 2016
 - Project Name
 - I-77 SB@ mm 86.5 - 95.5
 - Project Location
 - Charleston, WV
 - Project Description
 - continuous stabilization via DI
 - Project Date
 - 10/31/2016-11/8/2016
 - Contact name
 - Chet Rodabaugh
 - Contact Phone Number
 - 304-768-9733
- 2015
 - Project Name
 - I-287 NJDOT DP14145 Crisdel
 - Project Location
 - South Plainfield, NJ
 - Project Description
 - DI stabilization of joints
 - Project Date
 - 9/14/2015-11/23/2015
 - Contact name
 - Bill Weaver
 - Contact Phone Number
 - (908) 561-7550

Qualified Applicator Certificate

Qualified Applicator status is hereby granted to:

Bennie Johnson

URETEK USA, Inc. is proud to announce that Bennie Johnson has met the training and experience requirements to be certified as a Qualified Applicator of URETEK USA polymer injection products.

Year 2020

Hamdija Torlak

HAMDIJA TORLAK
V.P. OF OPERATIONS

Michael Vinton

MIKE VINTON
PRESIDENT





- **BENNIE JOHNSON**

- Start Date: 6/19/2005
- Projects
 - 2020
 - Project Name
 - MS DOT - District 2 - I-269 Locations
 - Project Location
 - Batesville, MS
 - Project Description
 - Stabilize soils and lift settled pavement
 - Project Date
 - 3/2/2020-4/4/2020
 - Contact name
 - Brian Childs
 - Contact Phone Number
 - 662-563-4541
 - 2019
 - Project Name
 - MBC Bypass EB Faith Church Rd Slope
 - Project Location
 - Monroe, NC
 - Project Description
 - Bypass slope stabilization
 - Project Date
 - 5/29/2019-7/16/2019
 - Contact name
 - Richard Olinger
 - Contact Phone Number
 - 803-374-7690
 - 2018
 - Project Name
 - I-77NB @ mm89.4 - mm96
 - Project Location
 - Dunbar, WV
 - Project Description
 - Continuous Deep Injection, composite pavement
 -
 - Project Date



- 9/7/2018-10/21/2018
 - Contact name
 - Chet Rodabaugh
 - Contact Phone Number
 - 304-768-9733
- 2017
 - Project Name
 - Gateway Interchange Approach Slabs and Sleeper Slab Stabilization and Lifting
 - Project Location
 - Lenexa, KS
 - Project Description
 - stabilize and lift the sleeper slabs and approach slabs.
 - Project Date
 - 11/8/2016-2/9/2017
 - Contact name
 - Bryan Wilkerson
 - Contact Phone Number
 - 913-577-0000
- 2016
 - Project Name
 - NCDOT Div. 14 - I26 20 mile Project
 - Project Location
 - Ashville, NC
 - Project Description
 - Pavement Slab Stabilization
 - Project Date
 - 4/25/2016-6/20/2017
 - Contact name
 - Jake Quigg
 - Contact Phone Number
 - 828-665-1180

Qualified Applicator Certificate

Qualified Applicator status is hereby granted to:

John Metoyer IV

URETEK USA, Inc. is proud to announce that John Metoyer IV has met the training and experience requirements to be certified as a Qualified Applicator of URETEK USA polymer injection products.

Year 2020

Hamdija Torlak

HAMDIJA TORLAK
V.P. OF OPERATIONS

Michael Vinton

MIKE VINTON
PRESIDENT





■ JOHNNY METOYER

- Start Date: 1/18/2009
- Projects
 - 2020
 - Project Name
 - GDOT - District 7 - Various Locations under Statewide Contract
 - Project Location
 - Chamblee, GA
 - Project Description
 - Stabilize soils, lift pavement, and bridge approach and departure slabs
 - Project Date
 - 10/13/2019-5/6/2020
 - Contact name
 - Kelvin Wilson
 - Contact Phone Number
 - 770-986-1246
 - 2019
 - Project Name
 - MS DOT - District 6 - US 90 EB - Gulfport, MS - Phase 3
 - Project Location
 - Hattiesburg, MS
 - Project Description
 - Stabilize soils and lift subsided pavement
 - Project Date
 - 3/28/2019-7/29/2019
 - Contact name
 - Joel Moody
 - Contact Phone Number
 - 601-544-7811
 - 2018
 - Project Name
 - MS DOT - District 2 - Various Locations
 - Project Location
 - Batesville, MS
 - Project Description
 - Void fill, stabilize soils, and lift asphalt
 - Project Date
 - 4/16/2018-7/3/2018
 - Contact name



- Brian Childs
 - Contact Phone Number
 - 662-563-4541
- 2017
 - Project Name
 - Macon County Bid Brush College Rd Decatur IL
 - Project Location
 - Decatur, IL
 - Project Description
 - Stabilize the underlying soils and raise pavements where necessary
 - Project Date
 - 10/27/2017-11/16/2017
 - Contact name
 - Joe Moretti
 - Contact Phone Number
 - 217-424-1404
- 2016
 - Project Name
 - HWY 57 Frost Heave west of Fort Totten
 - Project Location
 - Fort Totten, ND
 - Project Description
 - Frost Heaving
 - Project Date
 - 8/29/2016-10/01/2016
 - Contact name
 - Wyatt Hanson
 - Contact Phone Number
 - 701-665-5114

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

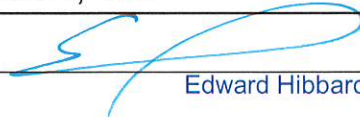
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: URETEK USA, Inc.

Authorized Signature:  Date: 01/19/2022
Edward Hibbard, SVP

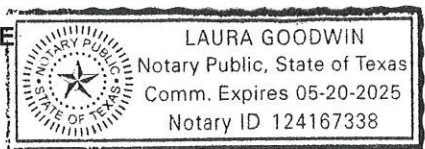
State of Texas

County of Harris, to-wit:

Taken, subscribed, and sworn to before me this 19 day of January, 2022.

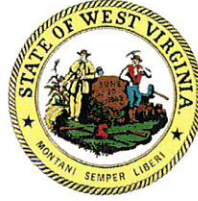
My Commission expires May 20, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC 

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: URETEK USA, Inc. Address: 13900 Humble Rd.
Tomball, TX 77375

Name of Authorized Agent: Edward Hibbard, SVP Address: _____

Contract Number: ARFQ DOT2200000016 Contract Description: 6622C028 Deep Injection Roadway Settlement Stabilization - Statewide

Governmental agency awarding contract: WV Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

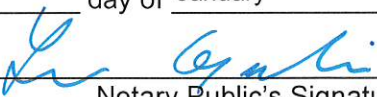
Signature:  Date Signed: 01/19/2022

Notary Verification

State of Texas, County of Harris:

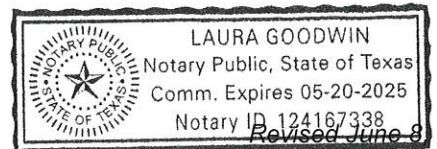
I, Edward Hibbard, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 19th day of January, 22.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2021

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

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

PRODUCER IBTX Risk Services 32335 US Highway 281 N Suite 1201 Bulverde TX 78163	CONTACT NAME: Elvia Salazar	
	PHONE (A/C, No, Ext): 214-989-7100	FAX (A/C, No): 210-696-8414
E-MAIL ADDRESS: service@ib-tx.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : RSUI Indemnity Company		22314
INSURER C : Allied World Surplus Lines Insurance Company		24319
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Uretex USA, Inc.
 13900 Humble Road
 Tomball TX 77375
 URETUSA-01

COVERAGES **CERTIFICATE NUMBER:** 529270438 **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Auto policies include blanket additional insured endorsements (endorsements [U-GL-2162-A CW 02/19, UGL1345BCW 4/13 with Ongoing/Completed Ops included, CG2007 04/13, UUMANB & UCA424FCW 04/14] as required in a written contract with the named insured. The General Liability, Auto & Work Comp policies include a blanket waiver of subrogation endorsement ([UGL1345BCW 4/13, UCA424FCW 4/14, EXL6092 08/13, UUMANB, WC000313 4/84, & WC420304B 6/14]) as required in a written contract with the named insured. Primary Noncontributory wording per attached endorsements ([UGL1345BTX 4/13, UCA424FCW 4/14, UUMANB, RSG36111 10/13 & EXL3038 08/17]). Cancellation provisions-see attached ([UGL1521BCW 01/19, UCA832ACW 1/13, WC990643 1/13 & RSG94118 02/14]). Excess is follow form of the General Liability, Auto and Work Compensation, Employers Liability policies.
 **Certificate Holder Continued: State of West Virginia

CERTIFICATE HOLDER
 State of West Virginia
 **Certificate Holder Continued
 1900 Kanawha Blvd. E, Bldg 5
 Charleston WV 25305
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



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0187947-05

Effective Date: 7/1/21

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

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

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

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

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

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

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

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

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

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

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

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

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

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

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

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

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

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

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

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

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

The additional insured must see to it that:

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

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

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

Primary and Noncontributory insurance

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

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

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

This insurance is excess over:

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

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

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

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

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



ZURICH[®]

General Liability Supplemental Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0187947-05	7/1/21	7/21 22		10836000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

A. Broadened Named Insured

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

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

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

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

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

B. Newly Acquired or Formed Organizations as Named Insureds

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

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

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

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

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

C. Insured Status – Employees

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

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

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

However:

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

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

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

D. Additional Insureds – Lessees of Premises

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

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

However, the insurance afforded to such additional insured:

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

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

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

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

E. Additional Insured – Vendors

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

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

However, the insurance afforded to such vendor:

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

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

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

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

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

F. Additional Insured – Managers, Lessors or Governmental Entity

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

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

However, the insurance afforded to such additional insured:

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

2. This provision does not apply:

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

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

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

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

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

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

G. Damage to Premises Rented or Occupied by You

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

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

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

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

H. Broadened Contractual Liability

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

"Insured contract" means:

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

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

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

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

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

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

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

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

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

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

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

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

This exclusion does not apply to:

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

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

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

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

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

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

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

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

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

K. Supplementary Payments

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

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

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

L. Broadened Property Damage

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

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

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

2. Elevator Property Damage

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

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

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

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

3. Property Damage to Borrowed Equipment

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

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

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

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

M. Expected or Intended Injury or Damage

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

a. Expected Or Intended Injury Or Damage

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

N. Definitions – Bodily Injury

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

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

O. Insured Status – Amateur Athletic Participants

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

- a. "Bodily injury" to:

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

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

P. Non-Owned Aircraft, Auto and Watercraft

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

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

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

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

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

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

- c. Temporary help service.

R. Definition – Mobile Equipment

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

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

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

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

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

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

S. Definitions – Your Product and Your Work

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

"Your product":

a. Means:

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

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

"Your work":

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

T. Priority Condition

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

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

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

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

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

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

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

V. Other Insurance Condition

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

4. Other Insurance

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

a. Primary Insurance

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

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

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

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

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or
 - (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
 - (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
 - (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

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

6. Representations

By accepting this policy, you agree:

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

Coverage will continue to apply if you unintentionally:

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

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

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

X. Waiver of Right of Subrogation

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

Y. Liberalization Condition

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

Liberalization Clause

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

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

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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

AMENDATORY ENDORSEMENT

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

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

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

In the event that:

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

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

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

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

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

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

1. **Contractual Liability**

Arising from the **insured's**:

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

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

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

3. **Damage to Property**

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

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

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

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

6. Divested Location

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

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

7. Electronic Services

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

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

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

9. Faulty Work/Own Work

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

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

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

17. Related Entities

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

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

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

2. **Subrogation**

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

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

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

5. **Cancellation**

- a. This policy may only be cancelled by us for any of the following reasons:
 - (1) Non-payment of any premium or Retention amount; or
 - (2) A material misrepresentation or concealment of facts which affects the Company's assessment of the risks insured by this policy; or
 - (3) A material breach of or failure to comply with any provision of, or obligation under this policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

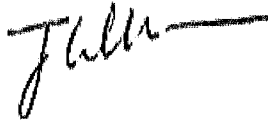
16. **SECTION VI – DEFINITIONS**, 40. **Your work**, is deleted in its entirety and replaced with the following:

40. **Your work** means:

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

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

All other terms and conditions of this policy remain unchanged.



By:

Joseph Cellura

Title:

President, North American Casualty Division

Date:

July 11, 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

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

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

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

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

Insured: Uretek USA

Policy EXC30001800401

WAIVER OF SUBROGATION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

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

This Endorsement Changes The Policy. Please Read It Carefully.

NONCONTRIBUTORY – AMENDED OTHER INSURANCE

This endorsement modifies insurance provided under the following:

Commercial Excess Liability Policy

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

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

However, this provision will not apply if:

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

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

Insured: Urettek USA

Policy # EXC30001800401

PRIMARY NON-CONTRIBUTORY OTHER INSURANCE ENDORSEMENT

THIS ENDORSEMENT CHANGES THIS POLICY, PLEASE READ IT CAREFULLY.

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

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

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



policy.

8. **Service of Suit**

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

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

9. **Severability**

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

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

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

10. **Sole Agent**

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

11. **Other Insurance**

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

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



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

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

12. **Multiple Claims**

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

13. **Notice of Possible Claim**

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



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

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

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

a. **Automatic Extended Reporting Period**

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

b. **Optional Extended Reporting Period**

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

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



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

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

Insured: Urettek USA

Policy #EXC30001800401

WAIVER OF SUBROGATION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

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

Insured: Urettek USA

Policy EXC30001800401

WAIVER OF SUBROGATION

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

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



Coverage Extension Endorsement

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

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

The following are also "insureds":

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

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

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

B. Amendment – Supplementary Payments

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

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

C. Fellow Employee Coverage

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

D. Driver Safety Program Liability and Physical Damage Coverage

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

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

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

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

E. Lease or Loan Gap Coverage

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

Lease Or Loan Gap Coverage

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

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

F. Towing and Labor

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

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

G. Extended Glass Coverage

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

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

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

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

Loss Of Use Expenses

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

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

I. Personal Effects Coverage

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

Personal Effects Coverage

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

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

J. Tapes, Records and Discs Coverage

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

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

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

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

K. Airbag Coverage

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

L. Two or More Deductibles

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

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

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

M. Physical Damage – Comprehensive Coverage – Deductible

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

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

N. Temporary Substitute Autos – Physical Damage

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

Temporary Substitute Autos – Physical Damage

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

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

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

Temporary Substitute Autos – Physical Damage

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

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

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

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

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

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

Include, as soon as practicable:

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

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

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

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

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

Q. Employee Hired Autos – Physical Damage

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

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

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

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

R. Unintentional Failure to Disclose Hazards

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

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

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

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

S. Hired Auto – World Wide Coverage

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

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

T. Bodily Injury Redefined

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

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

U. Expected Or Intended Injury

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

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

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

4. Coverage Extensions

a. Transportation Expenses

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

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

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

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

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

X. Return of Stolen Automobile

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

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(x) Blanket Waiver

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

2. Operations:

3. Premium:

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

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/21
Insured Uretek USA, Inc.

Policy No. WC0187946-05

Endorsement No.
Premium

Insurance Company
Zurich American Insurance Co.

Countersigned by _____



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0187947-05	Effective Date: 7/1/21
---------------------------	------------------------

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

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

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

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

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

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

All other terms and conditions of this policy remain unchanged.

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

Endorsement Effective 7/1/21
 Insured Uretex USA, Inc.

Policy No. WC0187946-05

Endorsement No.
 Premium \$

Insurance Company Zurich American Insurance Company

This Endorsement Changes The Policy. Please Read It Carefully.

**NOTICE OF CANCELLATION
ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

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

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

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

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV028769

Classification:

SPECIALTY

URETEK USA INC
DBA URETEK USA INC
PO BOX 1929
TOMBALL, TX 77377-1929

Date Issued

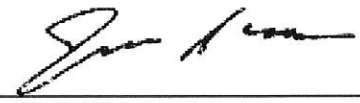
SEPTEMBER 10, 2021

Expiration Date

SEPTEMBER 10, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

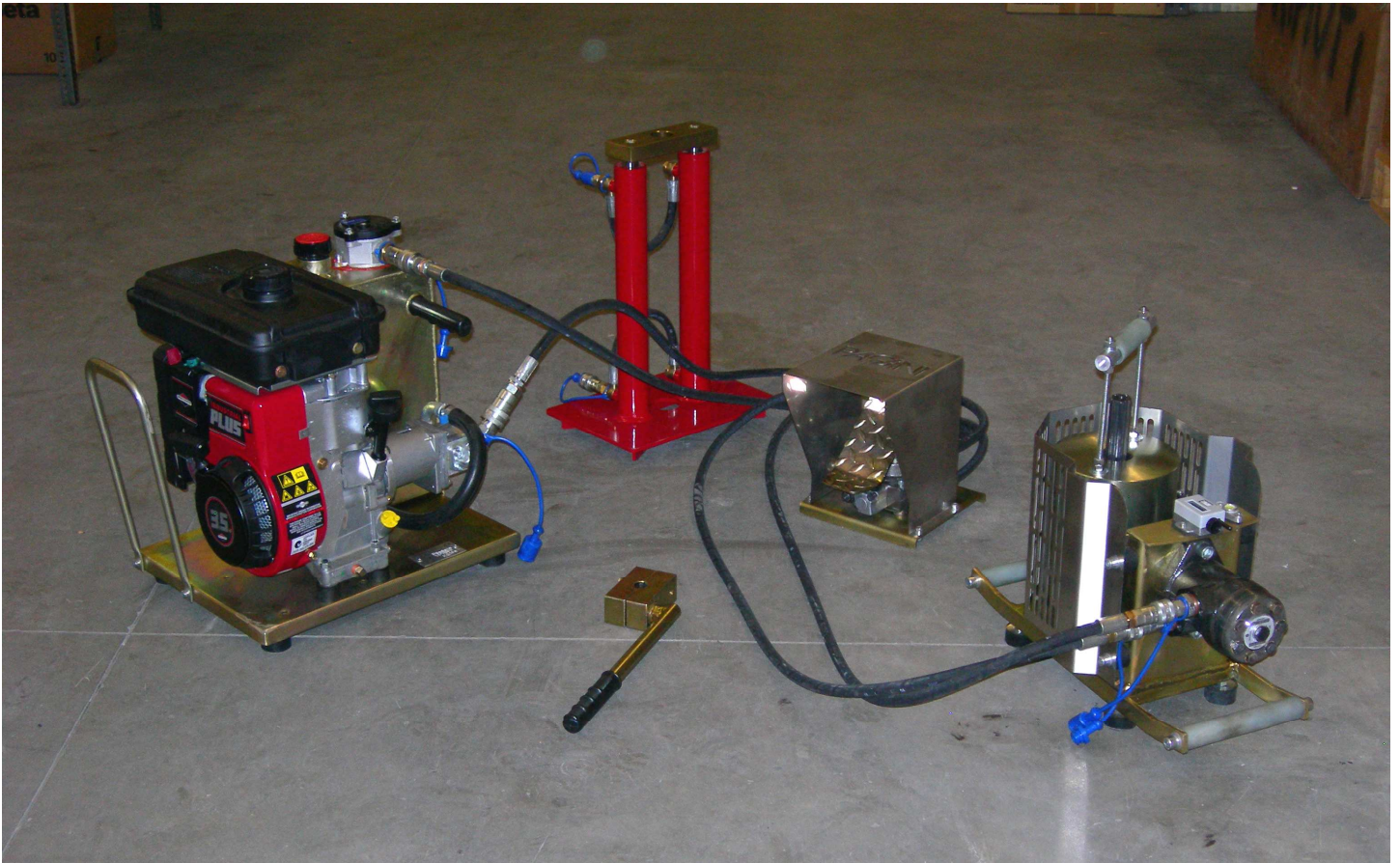
WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

PAGANI

GEOTECHNICAL EQUIPMENT

PORTABLE PENETROMETER DPM30



**Dynamic penetrometric tests in
portable equipment.**

Pagani Geotechnical Equipment

Località Campogrande – 29010 Calendasco (Pc) – Tel +39 0523/771535
Fax +39 0523/773449 – Italia – e-mail: info@pagani-geotechnical.com

PAGANI
GEOTECHNICAL EQUIPMENT

Dynamic penetrometric tests in portable equipment.

DPM30 penetrometer enables us to carry out penetrometric tests exclusively of dynamic continuous type.

For the dynamic tests, the penetrometer is fitted with a beating system consisting of a hammer of 30 kgs (66 pounds) and a stroke of 200 mm (7.87 inches), activated by a hydraulic motor. To drive it there is a motor-pump unit, where the motor might be petrol or electric (220v or 110v). For pulling out rod, casing tubes and samplers a hydraulic extractor is used. The penetrometer is controlled by a pedal distributor. The hydraulic connection of the various components is carried out with rapid connectors. Reliability is proven by hundreds of operative examples throughout Italy and all over the world.

Pagani Geotechnical Equipment

Località Campogrande – 29010 Calendasco (Pc) – Tel +39 0523/771535

Fax +39 0523/773449 – Italia – e-mail: info@pagani-geotechnical.com





DP tests

It is possible to carry out the dynamic tests with following values:

Hammer		Stroke		Rods		Tips		
30 kg	66 pound	200 mm	7.87 inch	Ø20 mm	0.79 inch	10 cm ²	1.6 inch ²	60°



Petrol engine

Type	4-time mono-cylinder, unleaded petrol supply, pressurised air cooling, exhaust emission satisfying EC directives 97/68 and 2002/88, silencer
Starting	Pull-crank ignition
Power (Hp) – (Kw)	3,5 – 2.6 at 3600 rpm
Displacement (cm ³) – (inch ³)	148 – 9.03
Torque (kgm) – (inch-pound) – (Nm)	0.70 – 60.8 – 6.85 at 2500 rpm
Air filter	Slip-on pre-filter and cartridge filter
Consumption liters/h – (US gallon/h)	Ranging from 0.57 to 1.20 (from 0.15 to 0.31)



220V electric motor (optional)

Type	Mono-phase asynchronous motor
Absorbed Watt (W)	1800
Used current	Alternate 220V at 50 hz
Power (Hp) – (Kw)	2.5 – 1.8 at 2800 rpm
Start controls	Built in electrics box with start button and emergency stop
Connection to electrical network	The box has a 2 pole (plus earth) plug. In addition, a 2 pole socket (plus earth) 16A and 250V is also supplied



110V electric motor (optional)

Type	Mono-phase asynchronous motor
Absorbed Watt (W)	1800
Used current	Alternate 110V at 60 hz
Power (Hp) – (Kw)	2.5 – 1.8 at 3400 rpm
Start controls	Built in electrics box with start button and emergency stop
Connection to electrical network	The box has a 2 pole (plus earth) plug. In addition, a 2 pole socket (plus earth) 16A and 250V is also supplied



Hydraulic system

Circuit capacity (liters) – (US gallon)	7.8 – 2.1
Max operating pressure (bar) – (psi) – (kPa)	150 – 2176 - 15000
Pumps	N°1
Filter	Cartridge filter with 25µm filtering capacity



Hydraulic extractor unit

Max extraction speed (cm/sec) – (foot/sec)	0/4 – 0/0.132
Hydraulic extractor pistons stroke (mm) – (inches)	300 – 11.81



Noise

L _{WA} (dB)	102 (ISO 3744)
----------------------	----------------



Tanks

Fuel tank capacity (liters) – (US gallon)	3.8 - 1
Hydraulic oil tank capacity (liters) – (US gallon)	7.2 – 1.9



Colours and treatments

Hydraulic extractor colour	Ruby red RAL 3003
Motor pump control unit case treatment	Galvanization



Documentation

Penetrometer use and maintenance manual, engine use and maintenance manual, certificate folder, software use manual



Plates

To identify the pedal functions which activate the hydraulic distributor, there is an aluminium engraved plate riveted on it for protection purposes



Software

DP tests software



Weights with petrol motor - pump unit

	Weight
Petrol motor pump unit	32.3 kgs 71.2 pound
Beat system	47.5 kgs 104.7 pound
Hydraulic extractor	16.1 kgs 35.5 pound
Pedal distributor	9.7 kgs 21.4 pound
Total	105.6 kgs 232.8 pound



Weights with electric motor - pump unit

	Weight
Electric motor pump unit	34.5 kgs 76 pound
Beat system	47.5 kgs 104.7 pound
Hydraulic extractor	16.1 kgs 35.5 pound
Pedal distributor	9.7 kgs 21.4 pound
Total	107.8 kgs 237.6 pound

Pagani Geotechnical Equipment

Località Campogrande – 29010 Calendasco (Pc) – Tel +39 0523/771535
Fax +39 0523/773449 – Italia – e-mail: info@pagani-geotechnical.com



Non-binding data, subject to modifications. Pictures may differ from the standard version. Equipment may be different depending on the country of destination. Printed in Italy.



Jorge Majano
Purchasing
Uretek USA, Inc.
13900 Humble Rd.
Tomball, TX 77375

March 5, 2021

Subject: BaySystems 486Star4# PUR Properties

To Whom It May Concern:

BaySystems 486Star4# PUR is a two-part, closed-cell, high-density polyurethane foam system that is combined in a one-to-one ratio by volume and contains a water insoluble diluent to render the foam insensitive to water.

Covestro LLC has measured the typical properties of BaySystems 486Star4#, when combined with Mondur MR Light in the proper ratio in our laboratory, and these are listed below.

BaySystems 486Star4# PUR Typical Properties*

<u>Property</u>	<u>Method</u>	<u>Typical Value</u>
Free-rise Density	ASTM D1622	4.0 lb/ft ³
Compressive Strength	ASTM D1621	60 lb/in ²
Tensile Strength	ASTM D1623	90 lb/in ²
Shear Strength	ASTM C273	40 lb/in ²
Closed-cell Content	ASTM D6226	85 %

Furthermore, our evaluation also indicates that the foam obtains approximately 85% of its final compressive strength within 15 minutes and 95% of its final compressive strength within 30 minutes of application. In addition, every lot of material is certified to meet internal specifications of water content, gel time and free-rise density prior to shipment.

Covestro LLC is the manufacturer of BaySystems 486Star4# and Mondur MR Light, and Uretek USA and Uretek ICR are the exclusive purchasers and applicators of

Covestro LLC
1 Covestro Circle
Pittsburgh, PA 15205
USA

David Sounik
Polyurethanes
Development

Telephone
412-413-2061

Email
david.sounik@
covestro.com



BaySystems 486Star4# PUR. All products are sold pursuant to Covestro LLC's Conditions of Sale, which are available upon request.

Sincerely,

David Sounik

David Sounik
Senior Scientist

*Typical properties generated under controlled laboratory conditions. These properties may vary, depending on environmental conditions including atmospheric pressure (altitude) and other factors.

DISCLAIMER: These guidelines are for informational purposes only. You remain solely responsible for complying with all necessary safety and other legal requirements, including any state or local building codes. The manner in which you use and the purpose to which you put and utilize this information (whether verbal or written) or technical assistance, are beyond our control. Therefore, it is imperative that you test this information and any technical assistance provided to determine to your own satisfaction whether the technical assistance and information are suitable for your intended uses and applications. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. It is expressly understood and agreed that you assume and hereby expressly release us from all liability, in tort, contract or otherwise, incurred in connection with the use of our products, technical assistance, and information. Any statement or recommendation not contained herein is unauthorized and shall not bind Covestro LLC.



August 15, 2017

Randall W. Brown, PhD, PE
Vice President for Engineering
URETEK USA, Inc.
PO Box 1929
Tomball, Texas 77377

Subject: Hydro-Insensitivity Certification for
URETEK High Density Polyurethane Grout
URETEK 02-40R-V3
BEI Project No. 13-071

Dear Dr. Brown:

Boudreau Engineering, Inc. (BEI) has completed the required inspection and physical property testing of a high density polyurethane grout referenced as URETEK 02-40R-V3. The testing was conducted in general conformance with the New York Department of Transportation (NYDOT) Geotechnical Test Procedure (GTP-9): *Hydro-Insensitivity of High Density Polyurethane Grout – Panel Test (March 2013)*.

A dry panel and a wet panel were injected with the polymer on the afternoon of October 2, 2013. The attached data form documents the particulars with respect to material and equipment utilized, as witnessed by Mr. Richard Boudreau.

GTP-9 requires a minimum of 90 percent density retention between the wet panel samples and the dry panel samples. **Test results indicate that this requirement was satisfied** as highlighted at the bottom of the attached data form. The specified minimum compressive strength requirement of 50psi was also achieved.

If you have any questions, please do not hesitate to contact me at (404) 388-1137.

Sincerely,

A handwritten signature in black ink that reads "Richard L. Boudreau".

Richard L. Boudreau, P.E.
Executive VP & Director of Engineering

attachment: Panel Test Data Sheet
clients\uretek\panel tests\02-40R-V3_2oct2013-Rev1.docx

**Hydro-Insensitivity of High Density Polyurethane Grout -
 Panel Test Data Sheet**

Polymer Type & Manufacturer URETEK 02-40R-V3

Lot # & Date on Component Containers Resin: URETEK 4R (Lot #1309LK) / 10-01-2013
Component A Isocyanate (Batch# PB93000674) / 09-20-2013

PROPORTIONING EQUIPMENT

Proportioner Graco Reactor H25 Hose Length (ft.) 50ft
 Gun Graco GX-7 Gun Set-up A20
 A/B/H Temperature (°F) 100 A/B Pressure (psi) 1000/1000

CALIBRATION TEST

1:34:00 Time at Beginning of Injection (HH:MM:SS)
1:34:24 Time at End of Injection (HH:MM:SS)
5.0 Sample Weight (lbs.) vs. 5.0 Certified Flow Meter Weight (lbs.)

INJECTION PROCEDURE - DRY

√ (√) 5 lbs. of Material Injected into Box
√ (√) After 10 minutes, Remove Top Cover
√ (√) After 30 minutes, Sample the HDP Material

INJECTION PROCEDURE - Wet

√ (√) Add 15 lbs. of Water into Box
√ (√) 5 lbs. of Material Injected into Box
√ (√) After 10 minutes, Remove Top Cover
√ (√) After 30 minutes, Sample the HDP Material

MATERIAL ANALYSIS

Dry Injection Shots

	Density (pcf)	Compressive Strength (psi)
Sample 1	<u>5.31</u>	<u>59</u>
Sample 2	<u>5.24</u>	<u>67</u>

Wet Injection Shots

	Density (pcf)	Compressive Strength (psi)
	<u>5.24</u>	<u>64</u>
	<u>5.03</u>	<u>52</u>

% Retention of Density

Sample 1	<u>98.7%</u>
Sample 2	<u>96.0%</u>

Technician Richard L. Boudreau
 Date 2-Oct-13



CERTIFICATE OF CALIBRATION AND NIST TRACEABILITY

SCALE

GAUGE

CUSTOMER NAME: Uretex USA

DATE: 12/27/21

CUSTOMER ADDRESS: 95 Esco Way

INVOICE: 72975

Carrollton, GA 30116

PAGE: 1 OF 1

MFG & MODEL NO: Pennsylvania 7600

CAL BY: Brett Morgan

SERIAL NO: 298146

NEXT CAL DUE: N/A

SCALE / GAUGE CAPACITY: 100 lb. x .01 lb.

TOLERANCE: +/- 2 divisions

AS FOUND			OUT OF CAL Y/N	AFTER CALIBRATION		
TEST WT & NO	ACT WT	DIFF		TEST WT & NO	ACT WT	DIFF
N/A – Rental Scale				Kit 3BK3	.5	.50
					1	1.00
					5	5.00
					10	10.00
					15	15.00
					20	20.00
					25	25.00
				WS4	1 50	50.00
					1-2 100	100.00

THE ABOVE SCALE / GAUGE WAS TESTED USING EQUIPMENT PERIODICALLY CALIBRATED WITH WEIGHTS TRACEABLE TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST).

NIST TEST NUMBERS: 02/2021 thru 02/2023:

GA24062	GA24066	GA24070	GA24074	1000464014
GA24063	GA24067	GA24071	GA24075	1000464570
GA24064	GA24068	GA24072	1000464012	
GA24065	GA24069	GA24073	1000464013	

COMMENTS:

Flow Meter Certification

TAG: RESIN

UNIT: 40

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

0.58%

Manufacturer : MICRO MOTION SN: (40)14443422
Flow Meter Model : (40)F100SB81CBAEZZZZ SN:
Core Processor : PUCK800 SN: (40)3298771
Transmitter : (40)1700R12ABEZZZ

Calibration Verification by Meter & Scale Method

TEST #	Meter LBS	Scale LBS	% Error
1	9.3396	9.3995	0.64135509
2	8.9345	8.9905	0.626783816
3	9.3507	9.3955	0.479108516
Average			0.58%

TAG: ISO

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

0.41%

Manufacturer : MICRO MOTION SN: (40)14443329
Flow Meter Model : (40)F100SB81CBAEZZZZ SN:
Core Processor : PUCK800 SN: (40)3295643
Transmitter : (40)1700R12ABEZZZ

Calibration Verification by Meter & Scale Method

Test #	Meter LBS	Scale LBS	% Error
1	11.6171	11.695	0.121461576
2	11.6211	11.6965	0.648819819
3	11.6449	11.6995	0.468874786
Average			0.41%

Scale Certification & Traceability Information

Equipment ID: Wiggins Scale Company Temp./HR: 50 F / 80%
Manufacturer: Ohaus ES Series Cal Interval: Annual
Model Number : PA7600M / 4412 Cal Date: 12/18/2021
Serial Number : 6M-002204 / 802113R Calibration Result: **PASS**
Resolution : 100LBS. / 0.01LBS

DATE OF CERTIFICATION 12/27/2021

Certified By : Christopher Phelps



CERTIFICATE OF CALIBRATION AND NIST TRACEABILITY

SCALE

GAUGE

CUSTOMER NAME: Uretex USA

DATE: 12/27/21

CUSTOMER ADDRESS: 95 Esco Way

INVOICE: 72975

Carrollton, GA 30116

PAGE: 1 OF 1

MFG & MODEL NO: Pennsylvania 7600

CAL BY: Brett Morgan

SERIAL NO: 298146

NEXT CAL DUE: N/A

SCALE / GAUGE CAPACITY: 100 lb. x .01 lb.

TOLERANCE: +/- 2 divisions

AS FOUND			OUT OF CAL Y/N	AFTER CALIBRATION		
TEST WT & NO	ACT WT	DIFF		TEST WT & NO	ACT WT	DIFF
N/A – Rental Scale				Kit 3BK3	.5	.50
					1	1.00
					5	5.00
					10	10.00
					15	15.00
					20	20.00
					25	25.00
				WS4	1 50	50.00
					1-2 100	100.00

THE ABOVE SCALE / GAUGE WAS TESTED USING EQUIPMENT PERIODICALLY CALIBRATED WITH WEIGHTS TRACEABLE TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST).

NIST TEST NUMBERS: 02/2021 thru 02/2023:

GA24062	GA24066	GA24070	GA24074	1000464014
GA24063	GA24067	GA24071	GA24075	1000464570
GA24064	GA24068	GA24072	1000464012	
GA24065	GA24069	GA24073	1000464013	

COMMENTS:

Flow Meter Certification

TAG: RESIN

UNIT: 52

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

0.73%

Manufacturer : MICRO MOTION SN: (52)3365546
Flow Meter Model : (52)F100SB81CQBAEZZZ SN:
Core Processor : PUCK800 SN: (52)3365446
Transmitter : (52)2700R12CBAEZZZ

Calibration Verification by Meter & Scale Method

TEST #	Meter LBS	Scale LBS	% Error
1	8.75	8.79	0.457142857
2	9.29	9.35	0.645855759
3	9.09	9.15	0.660066007
Average			0.73%

TAG: ISO

Tolerance 1.00%

Status: **PASS**

Flow Meter Information

0.34%

Manufacturer : MICRO MOTION SN: (52)3365447
Flow Meter Model : (52)F100SB81CQBAEZZZ SN:
Core Processor : PUCK800 SN: (52)3365245
Transmitter : (52)2700R12CBAEZZZ

Calibration Verification by Meter & Scale Method

Test #	Meter LBS	Scale LBS	% Error
1	9.97	9.99	0.200601805
2	10.66	10.69	0.281425891
3	10.53	10.59	0.56980057
Average			0.34%

Scale Certification & Traceability Information

Equipment ID: Wiggins Scale Company Temp./HR: 50 F / 80%
Manufacturer: Ohaus ES Series Cal Interval: Annual
Model Number : PA7600M / 4412 Cal Date: 12/18/2021
Serial Number : 6M-002204 / 802113R Calibration Result: **PASS**
Resolution : 100LBS. / 0.01LBS

DATE OF CERTIFICATION 12/27/2021

Certified By : Christopher Phelps