CITY OF SEWARD
City Council
Regular Meeting
Agenda

Tuesday, April 7, 2026 **7:00 PM** **Municipal Building Council Chambers**

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Seward, Nebraska will be held at 7:00 PM on Tuesday, April 7, 2026, in the Council Chambers, 142 N 7th Street, Seward, Nebraska in which the meeting will be open to the public. The Mayor and City Council reserve the right to adjourn into Closed Session as per Section 84-1410 of the Nebraska Revised Statutes. An Agenda for such meeting, kept continually current, is available at the Office of the City Clerk, 537 Main Street, Seward, Nebraska, during normal business hours. Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's Office at 402.643.2928 no later than 3:30 PM on the Friday preceding the Council Meeting. City financial claims and related invoices will be available for Council member review, audit, and voluntary signatures at the meeting location beginning 30 minutes prior to the scheduled meeting time.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
DISCLOSURE OF OPEN MEETINGS ACT & OTHER NOTIFICATIONS

This is an Open Meeting of the Seward Nebraska Governing Body. The City of Seward abides by the Nebraska Open Meetings Act in conducting business. A copy of the Nebraska Open Meetings Act is displayed on the north wall of this meeting room facility as required. Disclosure of meeting recording processes is posted in the Meeting Room. Any citizen may address the Council regarding items included on the meeting agenda and are asked to complete and hand-in a Speaker Card to the Clerk. Presenters shall approach the podium, state their name & address for the Clerk's record and are asked to limit remarks to five minutes. All remarks shall be directed to the Mayor who shall determine by whom any appropriate response shall be made. The City of Seward reserves the right to adjust the order of items on this Agenda if necessary and may elect to take action on any of the items listed.

ROLL CALL
CONSENT AGENDA

1. Claims & Payables Reports

CLAIMS LIST

4/7/2026

COUNCIL MEETING

Abbreviations: AF-Annual Fee; BE-Benefits; BU-Building Upkeep; CI-Capital Improvements; DF-Diesel Fuel; DO-Donations; EQ-Equipment; ENG-Engineering; EX-Expense; FA-Fixed Asset; GS-Gas; GU-Ground Upkeep; IT-Technology; INS-Insurance; INV-Inventory;LG-Legal; MA-Maintenance; MAT-Materials; MC-Miscellaneous; MH-Merchandise; MI-Mileage; ML-Meals; MS-Memberships; OI-Oil; OP-Operations; PF-Postage; PR-Public Relations; PU-Publications; RE-Repairs; RI-Reimbursement; SE-Services; SL-Sales; ST-Sales Tax; SU-Supplies; TE-Testing; TR-Training; TO-Tools; UN-Uniforms; UT-Utilities

4Under/All Star Pro Golf	MH	45.50
ADE	RE	680.00
All Road Barricades Inc	SU	326.35
Allo Communications	UT	1,875.66
Amazon Capital Services Inc	SU/MAT	3,486.88
Anthony Bennett	MC	50.00
Anthony Hartmann	CI	1,365.32
Aqua-Aerobic Systems Inc	CI	39,900.00
ARPS	CI	13,104.00
Artex Group Inc	UN	106.50
Billy Troy	MC	250.00
Blackburn Manufacturing Co	SU	403.84
Blue River Electric LLC	SU	1,902.22
Blue River/I-80 Pony Leagues	EX	1,550.00
Border States Industries Inc	CI	13,233.34
Broken Arrow Excavating	FA	47,297.81
Callaway Golf	MH	302.73
Capital Business Systems-Wy	SE	229.00
Capital Business Systems-Tx	SE	1,029.84
Cash-Wa Distributing Co	SU	462.85
City Seward Electric Fund	UT	50,407.17
City Seward Library Petty Cash	PF/SU	394.04
Codr Plumbing & Excavating	BU	120.15
Connie Languein	TR	1,275.00
Constellation Newenergy Gas	UT	3,500.36
Creative Product Sourcing Inc	PR	1,202.30
Culligan Of Crete	BU	88.50
David Harman/Cuttin It Close Lawncare	RI	575.00
Derek Bargmann	RI	43.35
Dutton-Lainson Co	INV	2,818.65
E M C Insurance Companies	INS	2,500.00
Eakes Office Solution	SU	1,994.88

ECES Inc/Campbell Bleaning	SE	1,200.00
Ecolab	SU	743.29
Electronic Contracting Co	SE	600.00
Fastenal Company	SU	107.06
Genesis Acquisition Co/Procare Solutions	IT	506.47
Gerhold Concrete Co Inc	CI	3,520.32
Government Forms & Supplies LLC	SU	234.18
Graham Tire	RE	516.00
Green Pro Solutions	SU	818.20
Hawkins Inc	SU	1,969.18
Hoffschneider Law PC LLO	SE	5,000.00
Husker Electric Supply Co	SU	853.40
Hydraulic Equipment Service	RE	291.85
Hyundai Corp (USA)	CI	169,365.00
JEO Consulting Group Inc	CI/SE	13,666.20
Jones Automotive	SE	902.50
K & Z Distributing	SU	333.50
Kevin Galdamez	RI	6,122.55
Last Mile Network	IT	75.30
LMH Consulting/Lynne Herr	SE	250.00
Matheson Tri-Gas Inc	SU	106.71
McMaster-Carr Supply Co	SU	192.94
Menards	TR/RE	564.98
Midwest Petroleum Equipment	RE	327.75
Midwest Turf & Irrigation	RE	93.38
Municipal Supply Inc	INV	3,639.16
Nebraska D A S	SE	231.00
Nebraska Public Health Env Lab	TE	168.00
Nebraska Rural Water Association	MS	550.00
Nebraska Star Beef Co LLC	MH	64.80
NextLink Internet	UT	103.35
Norris Public Power District	UT	1,259.25
Northern Safety Co Inc	SU	97.45
O'Reilly Automotive Inc	RE	135.80
Overhead Door Co Lincoln	BU	2,943.20
Plunkett's Pest Control	SE	75.34
Point C (Formerly Mid-American Benefits)	INS	1,346.15
Quality Brands	SU	574.93
Richard Mailand/Mailand's Clothing	UN	251.00
Ryan Ideus	RI	85.00
Sack Lumber	SU	169.99
Sam'S Club/Synchrony Bank	MH/SU	476.08
Schlueter Repair & Specialties LLC	GU	975.00
Sloup Mowing LLC	RI	575.00

Smartsign Store/Xpressmyself.com	GU		146.00
Sparetime Lounge & Grill	ML		747.50
Spectrum Paint Company Inc	CI		3,308.00
Spickelmier & Son Inc	CI		26,300.00
St P J Supply Inc	SU		165.00
State Distributing Co	SU		633.49
Stephanie Wengler	RI		40.00
Stephanie's Pest Control	SE		150.00
Summit Fire Protection	SE		199.00
Tami Svehla	TR		1,350.00
Tim Hobson/Hobson Automotive	RE		147.00
Titan Machinery	RE		314.89
U S A Bluebook	RE		719.28
U S Cellular	UT		123.08
Uribe Refuse Services Inc	SE		2,545.57
Verizon	UT		805.86
Vermeer High Plains	RE		1,066.23
VISA			26,735.55
SMTP2GO	IT	75.00	
Adobe	MS	284.35	
IIMC	TR	750.00	
Jones & Bartlett Learning	TR	257.60	
Emergency Solutions	IT	153.23	
Crowne Plaza	TR	5,449.86	
Amazon	SU	2,740.75	
AT&T	UT	81.08	
NFPA	TR	153.27	
Signature Coins	OP	623.50	
Casey's	OP/EX	170.83	
WPSG	EQ	1,642.79	
Etsy Inc	OP	806.25	
Fire Made Art	OP	518.11	
USPS	PF	163.35	
GE Software/EKOS Inc	GS	1,920.00	
Walmart	SU	587.76	
Tri-Tech Forensics	EQ	185.36	
N-Ear.com	EQ	193.99	
Jimmy Johns	ML	180.55	
Badge and Wallet	MC	1,560.00	
Mouser Electronics Inc	MC	16.80	
Hy-Vee	SU	47.07	
Sam's Club	SU	1,655.33	
Herpolsheimer's	RE	863.36	
Crouch's Farm & Hardware	BU	21.17	

American Water Works Assoc	TR	111.00	
UNL Event Registration	TR	263.54	
Constant Contact	MC	26.00	
Tactacam	AF	216.00	
Tracfone	UT	33.87	
Hulu	MS	107.48	
Sports Engine	EX	336.00	
Runza	EX	91.75	
Life Fitness LLC	FA	3,174.81	
Fast Mart	EX	33.60	
American Red Cross	TR	786.00	
Holiday Inn Kearney	TR	454.14	
Wesco Distribution Inc	CI/SU/INV		292,542.76
White Cap LP	SU		346.25
Windstream Nebraska Inc	UT		181.08
Zimco Supply Co	SU		6,496.02
		TOTAL	**$779,665.06**

Walmart	Amazon	Sam's Club
6.2	487.2	77.05
74.58	487.2	547.32
-23.96	197.22	192.69
30.42	26.99	174.24
193.32	109.99	664.03
16.42	160.03	
60.7	125.9	
53.28	49.95	
49.59	79.74	
29.01	55.9	
27.81	29.99	
50.98	9.99	
19.41	75.98	
	38	
	106.79	
	40.85	
	309.85	
	256.92	
	92.26	
587.76	2740.75	1655.33
587.76	2740.75	1655.33

2. Draft Minutes of March 17, 2026, City Council Meeting

March 17, 2026

The Seward City Council met at 7:00 p.m. on Tuesday, March 17, 2026, with Mayor Joshua Eickmeier presiding and Deputy City Clerk Mattie Hans recording the proceedings. Upon roll call, the following Councilmembers were present: Zane Francescato, Megan Kahler, Jessica Kolterman, Karl Miller, John Singleton, Matt Stryson, Tatum Tonniges, Rich Wergin. Councilmembers absent: none. Other officials present: City Administrator Greg Butcher, City Attorney Kelly Hoffschneider, City Engineer Mike Oneby, Electric Superintendent Jared Hochstein, Fire Chief Tayler Mifflin, Officer Waldron, Building/Zoning & Code Enforcement Director Tim Dworak, Street Maintenance Director Bob Miers, and City Clerk Derek Bargmann.

Notice of the meeting was given in advance thereof, and Mayor Eickmeier announced that a copy of the Open Meetings Act and tonight's agenda is posted in the meeting room and is accessible to members of the public. Mayor Eickmeier led those in attendance in the Pledge of Allegiance.

CONSENT AGENDA CONSIDERATION ITEMS

The following Consent Agenda items were approved in one single motion made by Councilmember Wergin, seconded by Councilmember Francescato.

1. City Codes Director Report
2. City Treasurer Report
3. Claims & Payables Reports (totaling $1,007,392.18)
4. Police Department Report
5. Draft Minutes of March 3, 2026, City Council Meeting

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

PUBLIC HEARINGS

1. CONSIDERATION OF AN ORDINANCE TO REVISE THE CITY'S UNIFIED LAND DEVELOPMENT ORDINANCE (ULDO); ARTICLE 3 USE TYPES; CHAPTER 410-3.9 INSUSTRIAL USES; CHAPTER 410 ATTACHMENT 1 – USE MATRIX, AND ARTICLE 31 SUPPLEMENTAL USE REGULATION (410-31.6)

Mr. Dworak stated the staff drafted guidelines and regulations for data centers that were currently missing from City Code. Although there are currently no large-scale data centers in the area, their increasing prevalence prompted a proactive approach. Dworak noted that these are the initial changes, and that additional items and changes would also be proposed in the near future. He noted neighboring cities were incorporating similar provisions. The City will now be prepared for potential future development. He noted Planning Commission unanimously recommended the parameters. The public hearing was opened at 7:17 p.m. With no public comment received, it was closed at 7:17 p.m.

Councilmember Stryson introduced Ordinance No. 2026-2. Councilmember Francescato moved, seconded by Councilmember Tonniges, to dispense with the statutory rule.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

Councilmember Wergin moved, seconded by Councilmember Kolterman, that the minutes of the proceeding of the Mayor and the Council of the City of Seward, Seward County, Nebraska in the matter of passing: **Ordinance No. 2026-2**, AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF SEWARD, CHAPTER 410 ZONING AND SUBDIVISION, ARTICLE 3 USE TYPES, 410-3.9 INDUSTRIAL USE TYPES; TO AMEND ARTICLE 31 SUPPLEMENTAL USE REGULATIONS, 410-31.6 INDUSTRIAL USES; TO AMMEND ATTACHMENT 1 USE MATRIX; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PHAMPHLET FORM.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

Councilmember Kahler moved, seconded by Councilmember Francescato, that all ordinances be added to the permanent record.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

2. CONSIDERATION OF A CLASS C LIQUOR LICENSE APPLICATION FOR STRAIGHT PATH LLC, DBA RED PATH GALLERY & TASTING ROOM, 514 SEWARD STREET

City Clerk Bargmann noted no public comments for or against this liquor license were received prior to the council meeting. The business will remain in the same location with new ownership by the Fiala Family. The public hearing was opened at 7:21 p.m. With no public comment received, it was closed at 7:21 p.m.

A. CONSIDERATION OF A RESOLUTION RECOMMENDING APPROVAL OF A CLASS C LIQUOR LICENSE FOR STRAIGHT

PATH LLC

Councilmember Francescato introduced **Resolution No. 2026-8**, to recommend approval of a Class C Liquor License for Straight Path LLC. Councilmember Kahler moved, seconded by Councilmember Wergin, to approve the resolution as presented.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

B. CONSIDERATION OF A REQUEST TO RECOMMEND AMBER FIALA AS MANAGER OF A CLASS C LIQUOR LICENSE FOR STRAIGHT PATH LLC

Councilmember Kolterman moved, seconded by Councilmember Francescato, to approve the request to recommend Amber Fiala as manager of a Class C Liquor License for Straight Path LLC.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

ADMINISTRATIVE ITEMS

1. CONSIDERATION OF A RESOLUTION TO UPDATE POLICY FOR THE BURN SITE

City Administrator Greg Butcher stated at the request of city council, the policy for compost and yard waste at the city burn site is for consideration. Originally designed for residential use, the compost pile now serves several commercial businesses and has become a fire hazard. At 7:42 p.m. Mayor Joshua Eickmeier opened the meeting for public comment.

- Darrell Zabrocki – 427 S. 1st Street – As the District 2 County Commissioner he is concerned with the closing of the compost pile and the unintended consequences it will create with people dumping their waste in the county ditches and roads.
- Jerry Rumery – 1988 South Hwy 15 – As a concerned business owner, stated the smoke infiltrates his business when the compost pile combusts and its hazards to the workers health. He is also concerned about the potential loss of his business location if there was ever to be a fire out of control.
- Fire Chief Tayler Mifflin – In favor of closing the compost portion of the burn site, said the Fire Department was called 15 times in the last two years to extinguish fires at the site. There are several logistical challenges to battling a fire at this site including water sources with no hydrants available.
- Street Maintenance Director Bob Miers – Noted discussions with farmers and landowners, no desire to take the compost as it hasn't properly broken down. Not a way to dispose of the growing pile.
- Abbey Feulner – 345 E Pinewood Ave – As an owner of Bel-Con Refuse noted the frustration of finding alternate location to dump yard waste and the associated price increase. As a former employee and family member of Jerry Rumery she has worked in the business and witnessed firsthand the smoke hazard.

Mayor Eickmeier closed the public comment portion at 8:03 p.m. noting this decision and discussion is not out of concern of money, but rather for the risk of fire, smoke hazards and liability. Councilmember Singleton encouraged the staff to look for alternative locations.

Councilmember Kolterman introduced **Resolution No. 2026-9**, to update policy for the Burn Site. Councilmember Francescato moved, seconded by Councilmember Wergin, to approve the resolution as presented.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

A. CONSIDERATION TO ISSUE REFUND TO 2026 KEYHOLDERS WHO WISH TO RETURN KEY DUE TO POTENTIAL CHANGES IN POLICY

Mr. Butcher presented the idea of issuing a refund to keyholders who renewed for the year, that may have intended to dispose of yard waste.

Councilmember Singleton moved, seconded by Councilmember Francescato, to approve a refund to 2026 keyholders who wish to return key due to changes in the policy.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

2. APPROVAL TO ADVERTISE FOR BIDS TO CONSTRUCT THE METERING MANHOLE AND SAMPLING BUILDING PROJECT ON WALKER ROAD

City Engineer Oneby indicated the need for a metering manhole and sampling building on Walker Road for DARI Processing. The manhole will monitor the flow and strength of wastewater coming from the processing plant and DARI will be charged for their use.

Councilmember Singleton moved, seconded by Councilmember Francescato, for approval to advertise for bids to construct the metering manhole and sampling building project on Walker Road.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

3. CONSIDERATION OF A RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT FOR THE SEWARD INDUSTRIAL SUBSTATION EXPANSION PROJECT TO JOLMA UTILITIES LLC IN THE AMOUNT OF $2,878,989

Mr. Hochstein recommended awarding a construction contract for the substation expansion to Jolma Utilities LLC. This was a rebid project that only received one bid each time, both being from Jolma Utilities. Mr. Butcher noted the electric strategic plan did include this expansion prior to Dari Processing and now it will help fulfill the capacity they need.

Councilmember Miller moved, seconded by Councilmember Singleton, to award Jolma Utilities LLC the construction contract for the Seward Industrial Substation Expansion Project in the amount of $2,878,989.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

4. CONSIDERATION OF VARIOUS AMENDMENTS TO THE EMPLOYEE HANDBOOK DATED AUGUST 15, 2023

City Clerk Bargmann noted the Employee Handbook is a living document in constant review to protect the employer while being fair to the employees. Most of the changes are due to the software change to Caselle, getting aligned with updates and process changes. The addition of performative pay keeps the City in compliance with FLSA. There were minimal changes and feedback from employees along with the Personnel, Finance and Audit Committee.

Councilmember Miller moved, seconded by Councilmember Francescato, to approve various amendments to the employee handbook date August 15, 2023, as presented.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

5. CONSIDERATION OF A REQUEST FROM CITY ADMINISTRATION FOR THE APPROVAL OF SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE ELECTRIC DEPARTMENT SHOP (1345 RIVER STREET) FOR THE EMPLOYEE ANNUAL AWARDS BANQUET, HELD ON APRIL 17, 2026

City Administrator Butcher stated the employee appreciation and annual awards banquet will be held at the Electric Department Shop.

Councilmember Kolterman moved, seconded by Councilmember Tonniges, to approve the sale and consumption of Alcoholic Beverages at the Electric Department Shop for the Employee Annual Awards Banquet.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

CITY ADMINISTRATOR'S REPORT

Councilmember Wergin moved, seconded by Councilmember Singleton, that the City Administrator's report of March 17, 2026, be accepted.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

MOTION TO ADJOURN

Councilmember Kolterman moved, seconded by Councilmember Singleton, that the March 17, 2026, City Council Meeting be adjourned.

Aye: Francescato, Kahler, Kolterman, Miller, Singleton, Stryson, Tonniges, Wergin.
Nay: None. Absent: None. Motion carried.

Adjourned approximately 8:42 p.m.

THE CITY OF SEWARD, NEBRASKA

_____
Joshua Eickmeier, Mayor

_____
Derek Bargmann, City Clerk

PUBLIC HEARINGS

1. Public Hearing - 7:00 PM - Class C Liquor License for Pour Choices Pints and Plates, LLC, dba Pour Choices, 133 N 6th Street - City Clerk Bargmann

Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 150625

LICENSE TYPE	APPLICATION DATE RECEIVED
Class C Beer, Wine, Spirits On and Off Sale	2026-02-05
SECONDARY LICENSE(S)	
None selected	
LICENSEE LEGAL NAME	LICENSEE TYPE
Pour Choices pints and plates	Corporation
DOING BUSINESS AS	CORPORATE NUMBER
	2601009400
INCORPORATION DATE	
2026-01-09	
CORRESPONDENCE ADDRESS	
4300 Meredeth st Lincoln NE 68506	
MAILING ADDRESS	
4300 Meredeth S Lincoln , Ne 68506	
PHYSICAL ADDRESS	
4300 Meredeth S Lincoln , Ne 68506	
CONTACT NAME	PREFERRED CONTACT METHOD
Jarrod oborny	Email
CONTACT PHONE	ALTERNATE PHONE
(402) 641-6190	

FAX	EMAIL

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Jarrod Oborny	President		50
Nathan Steinbach	member		50

ADDITIONAL INFORMATION

MARITAL STATUS	
Single	

MANAGED BY AGENT	
No	

PREMISES TYPE	PREMISES NAME
Restaurant with Bar	Pour Choices

OPERATOR	CORPORATE LIMIT DESIGNATION
Jarrod Oborny	Inside

LEASE OR OWN	EXPIRATION DATE
Lease	2031-01-01

PHYSICAL ADDRESS

133 N 6th street
Seward NE 68434

MAILING ADDRESS

4300 Meredeth St
Lincoln NE 68506

CONTACT NAME	PREFERRED CONTACT METHOD
Jarrod Oborny	Email

CONTACT PHONE	ALTERNATE PHONE
(402) 641-6190	
FAX	EMAIL
PREMISES MANAGER	PREMISES MANAGER EMAIL
Jarrod Oborny	

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

   Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

   *The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

   Yes
   (document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
   A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

   L 53, W 21

3. Is there an outdoor area?
   *Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

   Yes
   L 52, W 21

4. Will a basement be used for alcoholic storage or sale?

   Yes
   L 28 W 17

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

   1, main floor

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

   No

7. Is premises to be licensed within 300 feet of a college campus or university?

   No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

   No

9. What date do you intend to open for business?

   5/01/2026

10 What are the anticipated hours of operation?

   11 am -11 pm

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

   No

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

   Yes
   Nathan Steinbach , 50% owner/member

13 Is anyone listed on this application a law enforcement officer?

   No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Cornhusker Bank, Jarrod Oborny, Nathan Steinbach

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

Nathan Steinbach, Seward, Seward county NE. Closed business, don't recall his license #

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

No

22 Is the lease or deed for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Jarrod Oborny

25 What is the manager's address?

4300 Meredeth St Lincoln, NE 68506

26 What is the manager's phone number?

(402)641-6190

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

Lancaster County

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

29 Is the manager married?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	PC Bar layout.pdf	
Business Plan	Pour Coices Busniess plan.docx	
Explanation of Convictions/Guilty Pleas	conviction plea doc.pdf	
Privacy Act Statement	privacy act statement.pdf	
Lease / Deed / Purchase Agreement	POUR CHOICE'S Triple Net Lease Agreement.pdf	
Lease / Deed / Purchase Agreement	nate notorized lease doc.pdf	
Lease / Deed / Purchase Agreement	Jarrod notorized lease doc.pdf	
Lease / Deed / Purchase Agreement	signed lease agreemnet with alyssa.pdf	

APPLICANT

Jarrod Oborny

DECLARATION

☑ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

Nebraska Secretary of State

POUR CHOICES PINTS AND PLATES LLC

Fri Feb 6 10:02:21 2026

SOS Account Number
2601009400
Status
Active

Principal Office Address
No address on file
Registered Agent and Office Address
JARROD B OBORNY
4300 MEREDETH ST
LINCOLN, NE 68506
Designated Office Address
4300 MEREDETH ST
LINCOLN, NE 68506

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
Jan 09 2026

Next Report Due Date
Jan 01 2027

Filed Documents

Filed documents for POUR CHOICES PINTS AND PLATES LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jan 09 2026	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
$6.50
This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.
Purchase Now

Certificate of Good Standing - USPS Mail Delivery

$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

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TRIPLE NET COMMERCIAL LEASE AGREEMENT

This Triple Net Lease Agreement (this "Agreement") is made this 1st day of January ,2026, by and between KACH 133, LLC, an entity located at P.O. Box 305, Seward, NE 68434 ("Landlord") and Pour Choice's Pints and Plates, LLC with a personal guarantee by Nate Steinbach and Jarrod Oborny, an entity located at 4300 Meredith Street, Lincoln, Nebraska 68506 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Demised Premises. The premises leased shall consist of a restaurant in the building complex (the "Real Property") located at 133 N 6th Street, Seward, NE 68434 (the "Demised Premises"), as shown on the property map attached as Exhibit A.

A) Size of Premises. The Demised Premises consists of approximately one thousand two hundred fifty (1250) square feet and comprises approximately 100% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the inside of all interior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

C) Common Area. This Agreement and the Demised Premises does not include the use by Tenant of any Common Areas of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants.

D) Parking Spaces. Tenant, including its guests, employees, agents, and customers, does not have the right to use any parking space(s) on the Real Property

E) Storage Facilities. This Agreement and the Demised Premises does not include the use of any storage facilities on the Real Property.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

3. Written Notice. All written notice(s) required in this Agreement shall be through email. Landlord email is kachinvestments@gmail.com.

4. Term of Lease. The 60 month term of this Agreement shall commence on January 1, 2026 ("Commencement Date") and ending at midnight on December 31, 2031 ("Termination Date").

A) Renewal. Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional five (5) year term(s) commencing on the Termination Date by providing notice as described in subsection B herein. All of the terms and

conditions of this Agreement shall apply during each renewal term, except that the Base Rent shall be increased by 2% each renewal term.

B) Notice of Renewal. The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than sixty (60) days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

4. Rental Terms. With respect to the terms of the rental:

A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, $2,500.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the 1st day of the payment period. Base Rent is payable by wire transfer, or as otherwise agreed upon by the parties.

B) Triple Net: Operating Costs. Beginning on the Commencement Date, Tenant agrees to pay Landlord all Operating Cost associated with Real Property. Tenant's initial monthly estimate for Operating Cost is $925.00 per month. **"**Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and all build-out, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping, accounting fees, and legal fees. Operating Cost reserve fund holds 25% for insurance premiums/deductibles and real estate property taxes; the remaining funds are reserved for major repairs, replacements, and renovations of the premises. The monthly Base Rent payment, includes the share of the Operating Cost. Such monthly estimates shall be based on the prior year's actual Operating Cost. On an annual basis, Landlord shall reconcile Tenant's payments against the actual Operating Cost. In the event Tenant's payments are less than the actual Operating Cost, Tenant shall pay such deficiency within three (3) days of request by Landlord. In the event Tenant's payments exceed the actual Operating Cost, Landlord shall apply the overpayment to the next monthly estimate(s). Monthly evaluations will be recorded and presented at the end of each year during the Terms of Lease.

C) Taxes. Tenant is responsible for all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon. Such taxes and assessments are included in the Rent and shall be paid directly by Landlord. In the event there is any increase during any year of the term of this Agreement in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Agreement commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Landlord upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and the Real Property, proportioned or designated to upon which the Demised Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of this Agreement, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year. All such tax obligations of Tenant hereunder shall be added to and become part of the Rent paid under this Agreement.

D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord (KACH 133, LLC). All Rents shall be automatically deposited through Tenant's bank auto payment system. Landlord bank

information: Jones Bank, 203 S 6th St., Seward, NE 68434, Rt# 104901364, Act# 60003121.

E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) Past Due Payments. If any amount due under this Agreement remains unpaid three (3) days after it is due, a daily late charge equal to 1.5% of the monthly rent ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). If any amount due under this Agreement remains unpaid for more than three (3) days after it is due, then in addition to the Late Charge, such unpaid amounts shall bear interest at the rate of five percent (5%) per month, not to exceed the maximum amount allowed by law. In addition, all service charges from Tenant's financial institution due to non- sufficient funds shall be paid by Tenant.

G) Security Deposit. Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of $1,000.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

H) Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be two (2) times the Base Rent applicable immediately prior to the expiration of the Term.

5. Use, Occupancy and Condition of Premises. With respect to use and occupancy:

A) Use and Occupancy. Tenant shall use and occupy the Demised Premises for the commercial purpose of restaurant/bar/beer garden and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable State and City codes, occupancy, laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises;

shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

1. Tenant shall provide Landlord with entry key(s) to the front and rear doors of the Premises. During the Term of this Lease, Tenant shall ensure that Landlord is designated as a person of interest with any locksmith company or service provider engaged by Tenant for the purpose of re-keying or replacing locks on any entrance to the Premises. Tenant shall provide Landlord with written notice at least three (3) business days prior to any re-keying or lock replacement, including the name and contact information of the locksmith company performing the work. Upon completion of any re-keying or lock replacement, Tenant shall promptly provide Landlord with a current key or access device (e.g., key card, fob, or code) for each re-keyed or replaced lock, at no cost to Landlord. Tenant shall not change or re-key any locks without complying with this provision. In the event Tenant fails to provide a current key or access device within three (3) business days of re-keying, Landlord reserves the right to engage a locksmith to access the Premises and re-key the locks at Tenant's sole expense. This clause shall not be construed to limit Landlord's rights under applicable law or other provisions of this Lease regarding access to the Premises for inspections, repairs, or emergencies, nor shall it waive Tenant's obligation to maintain the security of the Premises. The tenant bears the cost and logistical burden of re-keying or replacing locks on any entrance to the Premises.
2. Tenant is responsible for all Business operational permitting and licensing to legally run the business. Due to the nature of business, this includes but not limited to; general business license/ tax certificate, employer identification number, sales tax permit, zoning/use compliance, signage permit, insurance, food service, food handler, grease trap/fog permit, liquor license, etc.
3. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the rear alley entrance. No parking and/or stalled vehicles or equipment are allowed to block the alley per City regulations.
4. No smoking **IN** or **WITHIN** twenty five (25) feet of any exterior doorway(s) of the Demised Premises.
5. All garbage and UCO (used cooking or fryer oil) shall be kept in the size and kind of container, and in the ideal location is to the rear of the Premises per approval of City Code and Refusal Company(s).. Tenant shall not burn any trash or garbage in or about the Real Property.
6. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord and approval permit by City Code.
7. No loudspeaker, television, juke-box, radio, or other device shall be used in a manner so as to be heard other than by person(s) who are within the Demised Premises without the prior written consent of Landlord and permitted by City Code.
8. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by person(s) who are within the Demised Premises.
9. Tenant shall keep the Demised Premises at a temperature sufficiently higher than 50 degrees to prevent freezing of water in pipes and fixtures.
10. Tenant shall not permit or place any obstructions and/or merchandise in any common areas, including but not limited to, corridors, sidewalks in front of or in the back of the Demised

Premises.

11. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises and per City Code requirements.
12. Tenant shall keep all windows, doors (sills and frames) awning and/or exterior signs and exterior lighting of the Demised Premises clean and functioning.
13. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.
14. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.
15. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.
16. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors, and walls) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.
17. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors per City Code.
18. Tenant shall keep the entry ways and sidewalk/walkway in front and rear of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

B) Environmental Restrictions. Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

C) Condition and Acceptance of Premises. Tenant accepts the Demised Premises in its current

condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have one (1) day waiting period to discover any defects and shall notify Landlord immediately of the same.

6. Property in Demised Premises. With respect to the property:

A) Right to Leasehold Improvements. All leasehold improvements (other than Tenant's trade fixtures); restroom fixtures, light fixtures, flooring and heating & air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Premises and Landlord.

B) Right to Leasehold Fixtures. All alterations, additions, improvements, and fixtures made or installed by Tenant in or upon the Premises (except Tenant's trade fixtures and removable personal property) shall become the property of Landlord upon installation and shall remain upon and be surrendered with the Premises upon expiration or earlier termination of this Lease, without compensation to Tenant. Tenant shall surrender the Premises in good condition including all improvements and fixtures installed by Tenant (specifically including the following equipment/fixtures), which shall remain part of the Premises as Landlord's property.

a) The construction of a built-in bar in the Premises as shown on the State and Local City approved plans attached as Exhibit B. Notwithstanding any provision to the contrary, the built-in bar (including counters, shelving, sinks, lighting, and all attached components) installed shall not be considered a trade fixture and shall not be classified as removable personal property.

b) The installation of a 12' HoodMart Commercial Kitchen Hood with Ansel as shown on the State and Local City approved plans attached as Exhibit C. Notwithstanding any provision to the contrary, the Kitchen Hood with Ansel (including all fire suppression and Fire Buckeye equipment) installed shall not be considered a trade fixture and shall not be classified as removable personal property.

C) Tenant's Trade Fixtures & Personal Property. All Tenant's trade fixtures and personal property shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall not be allowed to remove any such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

D) Risk and Loss of Tenant's Personal Property. All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

7. Repairs and Maintenance. With respect to repair and maintenance obligations:

A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the

following:

- Foundation and structural components of the building
- Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- Roof, gutters and downspouts

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the

Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Heating, ventilation & air conditioning systems (including but not limited to filters)
- Plumbing (including but not limited to all interior of Premises to City main)
- Electrical systems (including but not limited to all interior of Premises to City main)
- Kitchen equipment (including but not limited to State & City Codes
- Replacement of broken and/or impaired windows & doors (including but not limited to interior/ exterior)
- Snow and Ice removal (including front and rear of Premises)
- Floor and wall maintenance and repairs

C) Remodeling. Tenant shall not do the following:

- Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.
- Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.

D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within five (5) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond

indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

8. Insurance and Indemnification. With respect to insurance and indemnification:

A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to include Landlord as an additional Insured, to be carried with an insurer and to have a minimum aggregate policy in the amount of no less than $1,000,000.00 and a deductible no greater than $2,000,000.00.

B) Certificate of Insurance. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than one (1) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate. All premiums for such insurance maintained by Landlord shall be considered Operating Costs.

D) Mutual Waiver of Subrogation. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

If Tenant suffers loss or damage which is caused by Landlord, Tenant waives any claim it might have against Landlord to the extent that it is compensated by the insurance required under this Agreement; and Tenant agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

E) Mutual Hold Harmless. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any

and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

9. Signs. With respect to signs:

A) Exterior Sign. Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as “Exterior Sign” prior to opening for business. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign.

Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

B) Other Signs. All signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. Landlord agrees that such approval shall not be unreasonable withheld. Tenant is responsible for following all Downtown City Codes and permitting process.

10. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for all utilities based upon or in connection with the Demised Premises. This includes, but is not limited to, the following:

- Water, Sewer, Electric, Gas, Trash,Telephone, Internet

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C) Removal and Restoration. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

D) Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

12. Damage to Premises. With respect to damage to the Premises:

A) Substantial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed 50% of the then replacement value thereof, then the parties may, at their option, within three (3) days after the occurrence of such casualty, terminate this Agreement upon written notice.

B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than 50% of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within three (3) days after Landlord’s receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

13. Eminent Domain. With respect to eminent domain:

A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than 10% of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord’s sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does

not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within three (3) days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

14. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

15. Default. With respect to default:

A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after five (5) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and

repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within five (5) days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than thirty (30) days to cure).

16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

17. Miscellaneous.

A) Waivers. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

B) Subordination. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

C) Notices and Certificates. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

D) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

E) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, not including its conflicts of law provisions.

F) Dispute Resolution. Any dispute arising from this Agreement shall be resolved in the courts of the State of Nebraska. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

G) Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war, pandemics or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H) Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

l) Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

Alyssa Hendrix, Managing Member · 01/14/2026

Landlord Full Name and Title (Print) Landlord Signature and Date

Jarrod Obarny owner 01-12-26

Tenant/Personal Guarantee Full Name and Title (Print) Tenant/Personal Guarantee Signature & Date

Nathan P. Steinbach owner 01/13/26

Tenant/Personal Guarantee Full Name and Title (Print) Tenant/Personal Guarantee Signature & Date

2/7/2026; Addition to Tenant legal name: Pour Choices Pints and Plates, LLC.

JO

NS

NEBRASKA NOTARY ACKNOWLEDGMENT

State of Nebraska County of ~~Seward~~ Lancaster

The foregoing instrument was acknowledged before me this 12th day of January, 2026, by

Jerod Obarny and

Alicia Wills.

GENERAL NOTARY - State of Nebraska
ALICIA A WILLS
My Comm. Exp. February 15, 2029

Signature of Person Taking Acknowledgement (Seal)

Title or Rank: Customer Service manager Serial Number: _____

My Commission Expires: February 15, 2029

NEBRASKA NOTARY ACKNOWLEDGMENT

State of Nebraska County of ~~Seward~~ Douglas SC

The foregoing instrument was acknowledged before me this 13th day of January, 2026 by

Nathan P. Steinbach and

_____.

_____

Signature of Person Taking Acknowledgement (Seal)

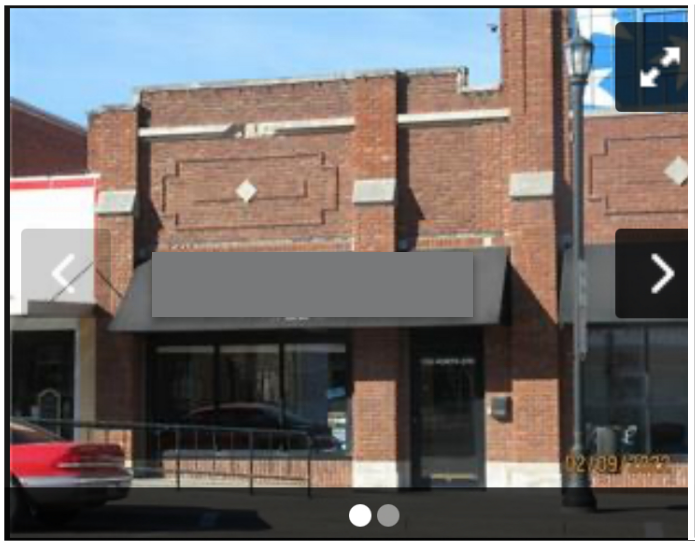
Joshua Godwin

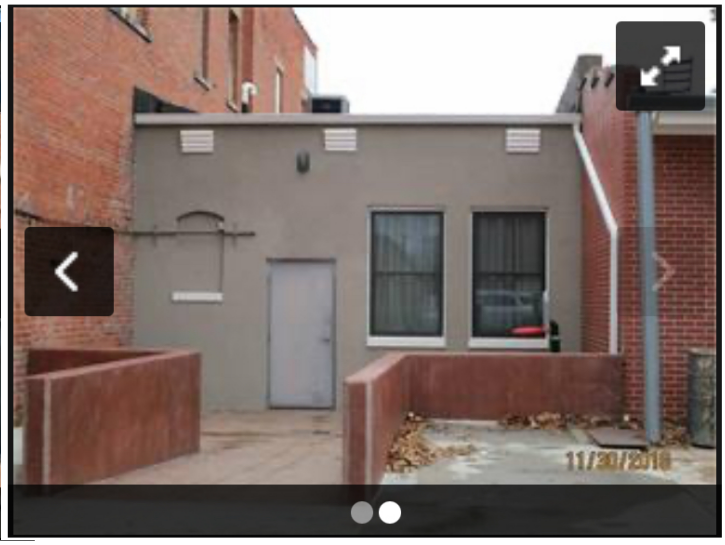
GENERAL NOTARY - State of Nebraska
JOSHUA GODWIN
My Commission Expires
Jun. 28, 2027

Title or Rank: Notary Public Serial Number: _____

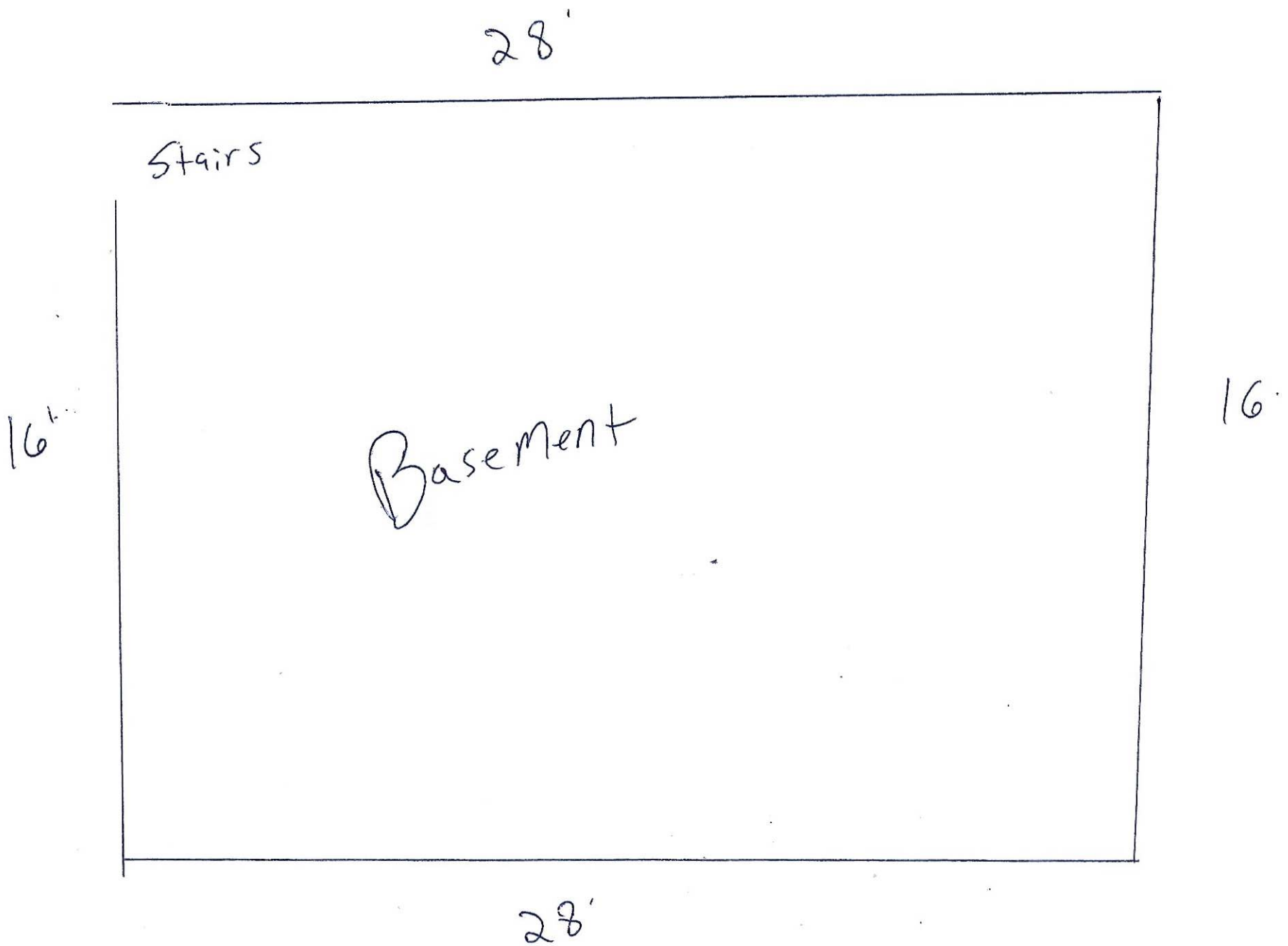
My Commission Expires: 6/28/2027

EXHIBIT “A”





Parcel ID	800072952
Property Address	133 N 6TH ST SEWARD
Legal Description	SEWARD ORIGINAL TOWN BLOCK 7 N 1/2 LOT 5 - TL 28 (Note: Not to be used on legal documents or any document to be recorded)
Acres	0.06
Tax ID #	800072952
Class	Commercial
Sec/Twp/Rng	
Tax District	5
School District	401 - Seward SD9


28'
Stairs
16'
Basement
16'
28'

A. Consideration of a Resolution Recommending Approval of a Class C Liquor License for Pour Choices Pints and Plates, LLC

RESOLUTION NO. 2026-10

BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that,

WHEREAS, Notice of Application for a Class C Liquor License for Pour Choices Pints and Plates, LLC, dba Pour Choices, 133 N 6th Street, Seward, Nebraska was published in the Seward County Independent on March 25th and April 1, 2026; and,

WHEREAS, a public hearing was held before the Mayor and Council of the City of Seward on April 7, 2026;

WHEREAS, no written protests were filed with the City, and no oral objections were heard by the Mayor and Council,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Seward, Nebraska, that recommendation be made to the Nebraska Liquor Control Commission that a Class C Liquor License for Pour Choices Pints and Plates, LLC, dba Pour Choices, 133 N 6th Street, Seward, Nebraska be approved.

The Mayor declared the resolution adopted.

Dated: April 7, 2026

THE CITY OF SEWARD, NEBRASKA

_____
Joshua Eickmeier, Mayor

ATTEST:

_____
Derek Bargmann, City Clerk

(SEAL)

B. Consideration of a Request to Recommend Jarrod Oborny as Manager of Class C Liquor License for Pour Choices Pints and Plates, LLC

City of Seward
Police Department
Chief Brian W. Peters
148 South 1st Street
Seward, NE 68434
Ph: 402-643-6164 Fax: 402-643-6785

March 11, 2026

Derek Bargmann
City Clerk
City of Seward, Nebraska

RE: Liquor License Application – Pour Choices (133 N. 6th St.)

Derek,

There are no pertinent contacts on record with the Seward Police Department regarding the new owners, Jarrod Oborny and Nathan Steinbach. Therefore, we recommend issuing the liquor license.

Feel free to contact me if you have any questions.

Regards,

Brian W. Peters

Brian W. Peters
Chief of Police

ADMINISTRATIVE ITEMS

1. Consideration of a Seward Foundation Application:
   A. Seward Memorial Library - Main Level Meeting Room Makeover - Library Director Baker

Seward Foundation

Grant Request Form

Name of Project: Main Level Meeting Room Makeover 2 Contact Name: Becky Baker

Address: Seward Memorial Library 233 S. 5th St Phone: 402 643 3318

City: Seward State: NE Zip Code: 68434

This project is being submitted to: ☑ City Council ☐ School Board for further consideration. It is understood that upon approval by the aforementioned entity this Grant Request Form will, in turn be submitted to the Seward Foundation, Inc for final determination. **Please note, this grant application will not be considered for funding until approval is given by the City Council or the School Board for submittal to the Foundation.**

Description of the Project: Please provide a brief description of the project under consideration and the proposed use of Seward Foundation, Inc. grant monies.

After 23 years of use by the public, government agencies, and the library, the Main Level Meeting Room is in definite need of refurbishing. Last fiscal year this room was used nearly 275 times, excluding library use; a very popular area for sure. The mechanical blinds need to be replaced to ensure the darkness of the room for technological presentations (the current ones often come out of their tracks), the badly dinged-up walls need vinyl covering to help prevent further damage, and

Additional Information: Please provide additional information regarding the project including the need that the project fulfills within the community and the target market for the project. How will this project be promoted to the community at large?

Because this room is used by the public, businesses, and other agencies besides the library, we want it to look the best it can. The technology in the room is great, now the room itself needs to reflect positively on the library. There is no charge to use the room, making it a popular choice in Seward. It is easily accessible, even after hours, which is another plus. Free parking, the main street location, few restrictions on use, and close proximity to City Hall are additional highlights. Many out-of-town agencies and businesses use this room; we believe it needs to reflect the best of Seward. A plaque thanking all donors to this project can be posted inside the room itself.

Financial Information: Please provide financial information for the proposed project detailing out the overall estimated cost of the project and the sources and uses of funds including this Grant Request Form. Note: The Seward Foundation, Inc. prefers and encourages investment and support from other outside entities to assist in funding projects.

TOTAL PROJECT COST:

SOURCES OF FUNDS	USE OF FUNDS
Seward Foundation	Blinds replacement
Seward County Gives	Wall covering, blinds replacement
Seward Library Foundation	Chair replacement
Friends of Seward Library	Blinds replacement
Seward Memorial Library budget	Supporting all aspects of project as needed

Operating Budget: Please attach and provide an on-going budget for this program/project.

Who will continue to fund and maintain this program/project on an on-going basis?

Seward Memorial Library

How did you arrive at the budget figures?

Estimates from associated companies/installers

Will this grant be sufficient to start/continue this program/project?

It will start the project, put together with other donations will hopefully finish the project as well.

Are you submitting this request elsewhere for funding considerations? If so, to whom and for how much?

Seward Library Foundation ($3,250 for chairs), Friends of Seward Library ($1,000 towards blinds), Seward County Gives ($5,885 for wall covering plus money towards blinds), Seward Memorial Library budget (remaining funds needed)

Has this request been made elsewhere and turned down? If so, why?

No

After grant monies from the Seward Foundation, Inc. have been expended what plans are being made to ensure the ongoing operation of the project/program?

Seward Memorial Library will maintain the area through our normal building programs.

Other Information:

Is this project application related to a new or on-going program?

New

Who was involved in the development and planning of this program/project?

Seward Memorial Library staff and Kent Munster from The Clark Enersen Partners volunteered his expertise

Will this program/project be evaluated regularly and if so, by whom?

Staff of Seward Memorial Library will work to maintain the appearance of this room.

Is this program/project ready to begin immediately? If not, what is the target date for completion and/or readiness?

Yes, we are ready to move forward at any time.

PRINT FORM

SUBMIT FORM

Seward Memorial Library
Main Level Meeting Room Makeover 2026

Wall covering project	$5,885	Seward County Gives
Replacement of mechanical blinds	$12,750	Seward Foundation, Friends of Seward Library, Seward County Gives
Replacement of Executive chairs (10)	$3,250	Seward Library Foundation
	$21,885	

Seward Memorial Library budget can, to some extent, support activities from previous unspecified donations received, if funding falls short.

2. Consideration of Approval of a Construction Contract with Jolma Utilties LLC in the Amount of $2,878,989 for the Seward Industrial Substation Expansion Project - Electric Superintendent Hochstein

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Bond No. GRNE35443B

PERFORMANCE BOND

Contractor	**Surety**
Name: JOLMA UTILITIES, LLC Address *(principal place of business)*: 63946 Hangard Rd. Ashland, WI 54806	Name: Granite Re, Inc. Address *(principal place of business)*: 14001 Quailbrook Drive Oklahoma City, OK 73134
Owner	**Contract**
Name: City of Seward, Nebraska Mailing address *(principal place of business)*: 537 Main Street Seward, NE 68434	Description *(name and location)*: Seward Industrial Substation Expansion 024-05881 Contract Price: $2,878,989.00 Effective Date of Contract:

Bond

Bond Amount: $2,878,989.00 (TWO MILLION EIGHT HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE AND 00/100 Dollars)

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
JOLMA UTILITIES, LLC *(Full formal name of Contractor)*	Granite Re, Inc. *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Sean Hallstrom *(Printed or typed)*	Name: Eliot Motu *(Printed or typed)*
Title: Substation Dept Manager	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Ryan Jolma *(Printed or typed)*	Name: Kaleigh Sansone *(Printed or typed)*
Title: Owner/CEO	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

      5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

      5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in

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whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

    7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

    7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

    7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Bond No. GRNE35443B

PAYMENT BOND

Contractor	**Surety**
Name: JOLMA UTILITIES, LLC Address *(principal place of business)*: 63946 Hangard Rd. Ashland, WI 54806	Name Granite Re, Inc. Address *(principal place of business)*: 14001 Quailbrook Drive Oklahoma City, OK 73134
Owner	**Contract**
Name: City of Seward, Nebraska Mailing address *(principal place of business)*: 537 Main Street Seward, NE 68434	Description *(name and location)*: Seward Industrial Substation Expansion 024-05881 Contract Price: $2,878,989.00 Effective Date of Contract:

Bond

Bond Amount: $2,878,989.00 (TWO MILLION EIGHT HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE AND 00/100 Dollars)

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
JOLMA UTILITIES, LLC *(Full formal name of Contractor)*	Granite Re, Inc. *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Sean Hallstrom *(Printed or typed)*	Name: Eliot Motu *(Printed or typed)*
Title: Substation Dept Manager	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Ryan Jolma *(Printed or typed)*	Name: Kaleigh Sansone *(Printed or typed)*
Title: Owner/CEO	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all

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funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

        16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

        16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

        16.1.7. The total amount of previous payments received by the Claimant; and

        16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute

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against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None

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GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU; WILLIAM FRAZIER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU; WILLIAM FRAZIER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Seward, Nebraska** ("Owner") and **Jolma Utilities, LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- **Install 34.5kV and 12.74KV medium voltage equipment and conductor**
- **Install relevant low voltage signal and power cables and equipment such as potential signals, current signals, and AC power.**
- **Install foundations, grounding, conduit, and other below grade items as required.**
- **Install structures and foundations as required.**
- **Procure contractor supplied equipment and structures to meet engineer specifications.**
- **All apparatuses shall be field tested in accordance with ANSI/NETA ATS-2025**
  - **Optional tests not required, but may be required based on bidders provided justification**
  - **Reference the one line for the major equipment and relaying items for testing and commissioning**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **REBID Seward Industrial Substation Expansion.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Olsson ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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4.02 *Contract Times: Dates*

A. The Work will reach substantial completion in two phases. The first mobilization will be substantially complete on or before **October 1, 2026**, the second mobilization will be substantially complete on or before **February 12, 2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **March 12, 2027.**

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: **30% Completion – April 29, 2026**

    a. Removal of existing 25kVA transformer T-2 and its foundation pad
    b. Cut existing conduits going to existing transformer T-2 and abandon in place
    c. Removal of the existing ground grid being removed including:
        i. 4/0 Cu str. Ground wire
        ii. Tinned copper SD wire for fence ground
        iii. Ground clamps for 4" fence post
        iv. Fence top rail ground clamps
    d. Installation of new station service transformer and connection to existing Bus #1

2. Milestone 2: **60% Completion – July 3, 2026**

    a. Installation and energization of all new switchgear outside of substation fence.
    b. Completion of below grade work including conduit routing
    c. Completion of ground grid
    d. Completion of foundation installation
    e. Completion of drilled pier installation
    f. Completion of final grading

3. Milestone 3: **90% Completion – September 11, 2026**

    a. Removal of existing south fence line and its post foundations
    b. Installation of new fence line
    c. Installation of steel structures
    d. Installation of all equipment except for the new main power transformer (including reclosers, arresters, fuses, etc.)
    e. Control, remaining AC power, and metering cable installation and termination
    f. Removal of existing transformer T1 to bus connectors and installation of new transformer to bus connectors
    g. Removal of 150kV BIL insulators and aluminum bus on the 12.47kV disconnect structure
    h. Removal of existing bus and connectors as appropriate

4. Milestone 4: **Substantial Completion Mobilization #1 – October 1, 2026**

    a. Reenergization of the existing substation
    b. Testing and commissioning of station as possible

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5. Milestone 5: **Substantial Completion Mobilization #2 – January 12, 2027-February 12, 2027**
    a. Main power transformer installation, termination, and testing
    b. Complete remaining testing and commissioning activities
    c. Full substation energization
6. Milestone 6: **Final Completion – February 26, 2027**
    a. Final punch list items complete
    b. All debris removed
    c. Site handover to owner

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) attached in bid documents.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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5.02 Contractor shall be responsible for fees acquired from failure to meet key performance indicators related to the function of the substation during the testing and commissioning phase of construction.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **27th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **90** percent of the value of the work completed (with the balance being retainage).

b. If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then the retainage will be reduced to 5 percent of the value of the work completed until the Substantial Completion, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

c. **5** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

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6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the maximum legal rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. Bid Form.
4. General Conditions.
5. Supplementary Conditions.
6. Drawings listed on the attached sheet index.
7. Addenda.
10. Exhibits to this Agreement (enumerated as follows):
    a. **Geotechnical Investigation Report**
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has had the opportunity to have visited the Site, conduct a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

Jolma Utilities LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Ryan Jolma
(typed or printed)

Title: Owner/CEO
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: CFO
(typed or printed)

Address for giving notices:

49905 State Hwy13

Ashland, WI 54806

Designated Representative:

Name: Sean Hallstrom
(typed or printed)

Title: Substation Dept Manager
(typed or printed)

Address:

940 McKinley Pkwy, UNIT #102

Delano, MN 55328

Phone: (952)649-3838

Email: seanh@jolmautilities.com

License No.: 11866-26
(where applicable)

State: Nebraska

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Documentation of Authority to Sign

Complete Section A *or* B, as applicable:
Section A.

I _____ certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor was then _____ (Title) of said corporation; that said contract was duly signed for and on behalf of the said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this day _____ of _____, _____.

(Corporate Seal)

_____
Corporate Secretary

Section B.

We hereby certify that the undersigned are the sole owners of the company named as Contractor herein; and hereby attest that Ryan Jolma, who signed this Agreement on behalf of said Contractor, is authorized to legally bind the Contractor to the obligations of this Agreement.

By _____
Owner/CEO

NOTARIZATION

STATE OF Wisconsin COUNTY Ashland OF _____

The foregoing was acknowledged before me this 30th day of March, 2026 by Ryan Jolma.

_____
Notary Public Exp 11/10/29

SHANA BLAKEMAN NOTARY PUBLIC STATE OF WISCONSIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2026

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 TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	**CONTACT NAME:** RM Home Office **PHONE (A/C, No, Ext):** 319-366-2723 **FAX (A/C, No):** 319-862-0612 **E-MAIL ADDRESS:** certs@truenorthcompanies.com
INSURED JOLMUTI-01 Jolma Utilities LLC RYNAT Properties LLC 63946 Hangard Rd Ashland WI 54806	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Western National Mutual Insurance Company 15377 **INSURER B :** Carolina Casualty Insurance Company 10510 **INSURER C :** ACE American Insurance Company 22667 **INSURER D :** Nautilus Insurance Company 17370 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1810774952 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	CPP 1360221	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X HCPD	Y	Y	CPP 1358421	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Limit	$ 1,000,000 $ $ $ $ $ACV
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	UMB 1059575	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	BIN561509025	1/1/2026	1/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C D	Rented and Leased Equipment Cyber Liability Professional/Pollution Liability	Y	Y	CPP 1360222 D02775463 CPP2046126-11	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	Limit/Deductible Limit/Deductible Occurrence/Aggregate	$500,000/$500 $1,000,000/$2,500 $1000000/$1000000

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

If Yes is indicated above for Additional Insured forms, General Liability #WNGL139 06/18 and Automobile Liability #WNCA27 06/16 apply. If Yes is indicated above for Waiver of Subrogation forms, General Liability #CGMU0009 06/22, Automobile Liability #WNCA27 06/16 and Workers Compensation #WC000313 04/84 apply. Umbrella liability follows form as per the policy terms, conditions, and exclusions, and extends over the General Liability, Automobile Liability and Employer's Liability only.
Installation Floater - Policy Number# CPP 1360222 / Term: 1/1/26 - 1/1/27 / Limit: $500,000

CERTIFICATE HOLDER

City of Seward
537 Main Street
Seward NE 68434

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES

	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to $5,000	2
• Loss of Earnings up to $500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

(1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;

(2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;

(3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

(4) does not apply to an "insured" under any other automobile liability policy, or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs **(2)** and **(4)** with the following:

(2) Up to $5,000 for 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.

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D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for "bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow "employee", is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing $20 per day/$600 maximum limit with $50 per day/$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the $20 per day/$600 maximum limit with $50 per day/$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, **4. Coverage Extensions** is amended by adding the following:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects, which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

a. The most we will pay for any one "loss" is $50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;

c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and

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

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the $50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:

a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or

(2) 30 days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred, or

(2) $50 per day, up to a maximum of $1,000.

d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.

e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

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

a. The amount paid under the Physical Damage Coverage Section on the policy; and

b. Any:

(1) Overdue lease/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 loans or leases.

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SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

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

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b**. is deleted and replace by the following:

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

(1) Any covered "auto" you lease, hire, rent or borrow.

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Jolma Utilities LLC
Endorsement Effective Date: 01/01/2025

SCHEDULE

Name of Person(s) or Organization(s): As Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualified as an "insured" under the Who is An Insured provision contained in paragraph **A.1.** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the Business Auto and Motor Carrier Coverage Forms and paragraph **D.2.** of **SECTION I – COVERED AUTOS COVERAGE** of the Auto Dealers Coverage Form.

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

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

1. Such "insured" is a Named Insured under such other insurance; and

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

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

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

1. Such "insured" is a Named Insured under such other insurance; and

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

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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES PAGE

Bodily Injury And Property Damage Liability
- Non Owned Watercraft Up To 50 Feet 2

Property Damage Liability
- Elevators 3
- Fire, Lightning, Explosion Or Sprinkler Leakage Exception 3
- Borrowed Equipment ($25,000 Per Occurrence, $50,000 Aggregate, $2,500 Deductible Per Occurrence 3

Supplementary Payments – Amended
- Bail Bonds Up To $5,000 3
- Loss of Earnings Up To $500/Day 3

Who Is An Insured Amendments
- Employee Bodily Injury To A Co-Employee 4
- Newly Formed Or Acquired Organizations For Up To 180 Days 4
- Blanket Additional Insured – Vendors – As Required By Contract 4
- Blanket Additional Insured – Lessor Of Leased Equipment 6
- Blanket Additional Insured – Managers Or Lessors Of Premises 6
- Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations 7
- Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises 8

Damage To Premises Rented To You – $300,000 9

Medical Payments Increased Limit – $10,000 Or Amount Shown on Declarations 9

Conditions
- Knowledge of Occurrence, Offense, Claim Or Suit Amended 9
- Unintentional Failure To Disclose Hazards 9
- Waiver of Subrogation 10

Insured Contract Amended 10

Personal And Advertising Injury Redefined
- Televised, Videotaped Or Electronic Publication 10

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions,** Paragraph **g.** 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 in 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 50 feet long; and

(b) Not being used to carry persons or property for a charge;

This Subparagraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(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; or

(5) "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".

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B. Damage To Property Coverage Extensions

Item **2. Exclusions,** Paragraph **j.** is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven 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**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

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

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph **2**. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

(1) $25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";

(2) $50,000 annual aggregate; and

(3) We will pay only for damages in excess of $2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item **2. Exclusions,** the last paragraph is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item **2. Exclusions** is amended by replacing Sub-paragraphs **b.** and **c.** with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item **1.** is amended by replacing Subparagraphs **b.** and **d.** with the following:

b. Up to $5,000 for 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.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph **2. a. (1)** is replaced by the following:

However, none of these "employees" or "volunteer workers" are insureds for "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 the 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 Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for "bodily injury" or "personal and advertising injury" to any co-"employee" or other "volunteer worker" arising out of and in the course of the co-"employee's" or "volunteer worker's" employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-"employee" or other "volunteer worker", is brought against you or a co-"employee" or a "volunteer worker", we will reimburse the reasonable costs that you incur in providing a defense to the co-"employee" or "volunteer worker" against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph **3. a**. is replaced by the following:

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;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed 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,

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or 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:

(i) The exceptions contained in Subparagraphs **(4)** or **(6)**; or

(ii) 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.

3. This Provision **C.** does not apply:

a. 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;

b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or

c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

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

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

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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 contract or agreement to provide for such additional insured.

c. Does not apply to any "occurrence" which takes place after the equipment lease expires;

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the Lessor, the following additional exclusions apply:
"Bodily injury" or "property damage" arising out of:
(1) The assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Lessor would have in the absence of the contract or agreement;
(2) Any express warranty made by the Lessor;
(3) The demonstration, installation, servicing, inspections, adjustments, tests, repair, or maintenance operations by or for the Lessor;
(4) The negligence or strict liability of the Lessor for its own acts or omissions or those of its employees or anyone else acting on its behalf; or
(5) Any failure on the part of the Lessor to provide information, instructions and/or warnings with respect to the maintenance, use or operation of the equipment.

3. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

   This insurance does not apply to:

   a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

   b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. 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:

   a. The minimum amount required by the contract or agreement; or

   b. The Limits of Insurance shown in the Declarations;

   whichever is less.

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

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

   This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. 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.

2. 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:

a. The minimum amount required by the contract or agreement; or

b. The Limits of Insurance shown in the Declarations;

whichever is less.

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

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph **6.** is replaced by the following:

6. Subject to Paragraph **5.** above, 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 fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

a. $300,000; or

b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph **7.** is replaced with the following:

7. Subject to Paragraph **5.** above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is the greater of:

a. $10,000; or

b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation; or

(4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

(ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item **6. Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e**. are replaced by the following:

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;

e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured 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 omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to **Additional Insured - Operations**, coverage is limited as follows:

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

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

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

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

(2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured 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 omissions of those acting on your behalf;

and included in the “products-completed operations hazard”.

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B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

(1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.

(2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.

B. The coverage provided under Paragraph **f.** of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.

C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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.

D. 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:

(1) The minimum amount required by the contract or agreement; or

(2) The Limits of Insurance shown in the Declarations;

whichever is less.

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

E. 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 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 an additional 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

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CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY POLICY

THIS FORM PROVIDES CLAIMS-MADE COVERAGE FOR COVERAGE PARTS A, B.3, AND B.5. PLEASE READ THE ENTIRE FORM CAREFULLY.

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

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

Other words and phrases that appear in bold have special meaning. Refer to Section **VIII. Definitions**.

Coverage A – Professional Liability, Coverage B.3 – Third Party Claims for Non-Owned Disposal Sites, and Coverage B.5 – Named Insured's Locations, provide Claims-Made and Reported Coverage, and have claims reporting requirements that differ from Coverage B.1 – Contractors Pollution Liability, Coverage B.2 – Transportation Pollution Liability Coverage, B.4 – Microbial Substance Contractors Pollution Liability and Coverage B.6 – Emergency Remediation Costs. Coverage A – Professional Liability, Coverage B.3 – Third Party Claims for Non-Owned Disposal Sites, and Coverage B.5 – Named Insured's Locations, only apply to a claim that is first made against you during the policy period and first reported to us during the policy period or applicable Extended Reporting Period.

The application is the basis of this policy and is incorporated in and constitutes a part of this policy. A copy of the application is attached hereto. Any material received with the application will be maintained on file with the Company and will be deemed to be attached thereto as if physically attached. It is agreed by all **insureds** that the statements in the application are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations. Please note **defense costs** under Coverages A and B.5 shall be applied against the deductible and will erode the Limits of Insurance. This policy includes all of the agreements existing between the **insureds** and the Company or any of its agents relating to this policy.

The coverages described below are in effect only if scheduled on the Declarations. Any coverage not shown on the Declarations or listed as "Not Provided" is not a part of this policy and is excluded.

I. INSURING AGREEMENTS

COVERAGE A – PROFESSIONAL LIABILITY

a. We will pay those sums that the **insured** becomes legally obligated to pay as **damages** in excess of the deductible, if any, that result from **professional services** to which this insurance applies. The **damages** must result from an actual or alleged negligent act, error or omission in the performance of **professional services** rendered by the **insured** or by a person or entity retained by you and for whom you are legally liable. We will have the right and duty to defend the **insured** against any **suit** seeking those **damages**. However, we will have no duty to defend the **insured** against any **suit** seeking **damages** to which this insurance does not apply. We may, at our discretion, investigate any actual or alleged negligent act, error or omission and settle any **claim** or **suit** that may result, but:

(1) The amount we will pay for **damages** and **defense costs** is limited as described in Section **IV. Limits Of Insurance**; and

(2) Our right and duty to defend ends under Coverage A when we have used up the applicable limit of insurance in the payment of judgments or settlements for **damages** under Coverage A, or **loss** under Coverage B, and/or **defense costs** under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **III. Supplementary Payments**.

b. This insurance shall only apply if:

(1) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period**, or Extended Reporting Period, if applicable; and

(2) The actual or alleged negligent act, error or omission takes place in the **coverage territory**; and

(3) The actual or alleged negligent act, error or omission takes place on or after the Retroactive Date, shown in the Declarations, but before the end of the **policy period**; and

(4) Prior to the effective date of the first policy issued to you by us and continuously renewed, no **responsible insured** had knowledge of any circumstances which could be expected to give rise to a **claim** or **suit** to which

this insurance applies.

Notwithstanding the above, this policy will not respond to **damages**, **loss(es)** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

COVERAGE B – ENVIRONMENTAL IMPAIRMENT LIABILITY

COVERAGE B.1 – CONTRACTORS POLLUTION LIABILITY

a. We will pay those sums that the **insured** becomes legally obligated to pay for **loss** from **bodily injury** or **property damage** in excess of the deductible, directly caused by **pollution conditions** that result from your **covered operations** and/or **completed operations** of your **covered operations** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** caused by **pollution conditions** resulting from your **covered operations** or **completed operations** of your **covered operations**; however, we will have no duty to defend the **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition** and settle any **claim** or **suit** that may result, but:

(1) The amount we will pay for **loss** and **defense costs** is limited as described in Section **IV. Limits Of Insurance**; and

(2) Our right and duty to defend ends under Coverage B when we have used up the applicable limit of insurance in the payment of judgments or settlements for **damages** under Coverage A**,** or **loss** under Coverage B, and/or **defense costs** under Coverages A, and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **III. Supplementary Payments**.

b. This insurance applies to **bodily injury** and **property damage** to the extent caused by a **pollution condition** only if:

(1) The **bodily injury** or **property damage** is caused by a **pollution condition** that takes place in the **coverage territory** and is the result of an **occurrence**; and

(2) The **pollution condition** that causes the **bodily injury** or **property damage** first occurs during the **policy period** and is the result of your **covered operations** and/or **completed operations** of your **covered operations**; and

(3) The **pollution conditions** were unexpected and unintended from the standpoint of the **insured**; and

(4) The **bodily injury** or **property damage** is caused by your **covered operations** and/or **completed operations** of your **covered operations**.

Notwithstanding the above, this policy will not respond to **damages, loss(es)** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

COVERAGE B.2 – TRANSPORTATION POLLUTION LIABILITY

a. We will pay those sums the **Named Insured** becomes legally obligated to pay for **loss** from **bodily injury** or **property damage** in excess of the deductible, that results from a **claim** made against the **Named Insured** by a third party, to the extent directly caused by a **pollution condition** occurring during the course of **transportation** by the **Named Insured** or by a **carrier**, including any **loading or unloading**, to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** caused by **pollution conditions** occurring during the course of **transportation**; however, we will have no duty to defend the I**nsured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition** and settle any **claim** or **suit** that may result, but;

(1) The amount we will pay for **loss** and **defense costs** is limited as described in Section **IV. Limits Of Insurance**; and

(2) Our right and duty to defend ends under Coverage B when we have used up the applicable limit of insurance in the payment of judgments or settlements for **damages** under Coverage A, or **loss** under Coverage B, and/or **defense costs** under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **III. Supplementary Payments**.

b. This insurance applies to **bodily injury** and **property damage** to the extent caused by a **pollution condition** only if:

(1) The **bodily injury** or **property damage** is caused by a **pollution condition** that takes place in the **coverage territory** and is the result of an **occurrence**; and

(2) The **pollution condition** that causes the **bodily injury** or **property damage** first occurs during the **policy period** and is caused by **your products**, materials or wastes; and

(3) The **bodily injury** or **property damage** is caused during the course of **transportation** by the **Named Insured** or by a **carrier** on behalf of the **Named Insured**; and

(4) The **Named Insured** and/or the **carrier** are properly licensed to transport **your products**, materials or wastes that cause the **pollution condition**.

Notwithstanding the above, this policy will not respond to **loss(es)** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

It is also hereby agreed and understood that the coverage provided under **COVERAGE B.2 – TRANSPORTATION POLLUTION LIABILITY** shall not constitute or be evidence of financial responsibility under any federal, state or local law(s).

COVERAGE B.3 – THIRD PARTY CLAIMS FOR NON-OWNED DISPOSAL SITE(S)

a. We will pay those sums the **insured** becomes legally obligated to pay as a result of a **claim** made by a third party for **cleanup costs** or **loss** from **bodily injury** and **property damage** in excess of the deductible, which is directly caused by a **pollution condition** on, at, under or migrating from a **non-owned disposal site(s)** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **cleanup costs** or **loss** from **bodily injury** and **property damage** which is caused by a **pollution condition** on, at, under or migrating from a **non-owned disposal site(s)**; however, we will have no duty to defend the **insured** against any **suit** seeking payment for **cleanup costs** or **loss** to which this insurance does not apply. We may at our discretion investigate any **pollution condition** and settle any **claim** or **suit** that may result, but:

(1) The amount we will pay for **cleanup costs**, **loss** and **defense costs** is limited as described in Section **IV. Limits Of Insurance**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements for **damages** under Coverage A, or **loss** or **cleanup costs** under Coverage B, and/or **defense costs** under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **III. Supplementary Payments**.

b. This insurance applies to **cleanup costs**, **bodily injury** and **property damage** to the extent caused by a **pollution condition** only if:

(1) The **cleanup costs**, or **loss** from **bodily injury** and **property damage** is caused by a **pollution condition** on, at, under or migrating from a **non-owned disposal site(s)**; and

(2) The **claim** is first made against the **insured** during the **policy period**, and reported to us, in writing, during the **policy period,** or, where applicable, Extended Reporting Period; and

(3) The **pollution conditions** first commence on or after the retroactive date, but before the end of the **policy period** and takes place in the **coverage territory**.

Notwithstanding the above, this policy will not respond to **cleanup costs, loss(es)** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period.**

COVERAGE B.4 – MICROBIAL SUBSTANCES CONTRACTORS POLLUTION LIABILITY

a. We will pay those sums the **insured** becomes legally obligated to pay for **loss** from **bodily injury** or **property damage**, in excess of the deductible, caused by **microbial substances** that result from your **covered operations** and/or **completed operations** of your **covered operations** to which this insurance applies**.** We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** caused by **microbial substances** that result from your **covered operations** and/or **completed operations** of your **covered operations**; however, we will have no duty to defend the **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **microbial substances** and settle any **claim** or **suit** that may result, but:

(1) The amount we will pay for **loss** and **defense costs** is limited as described in Section **IV. Limits Of Insurance**; and

(2) Our right and duty to defend ends under Coverage B when we have used up the applicable limit of insurance in the payment of judgments or settlements for **damages** under Coverage A**,** or **loss** under Coverage B, and/or **defense costs** under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **III. Supplementary Payments**.

b. This insurance applies to **bodily injury** and **property damage** to the extent caused by **microbial substances** only if:

(1) The **bodily injury** or **property damage** is caused by **microbial substances** that occur in the **coverage**

territory and are the result of an **occurrence**; and

(2) The **microbial substances** that cause the **bodily injury** or **property damage** first occur during the **policy period** and result from your **covered operations**, and/or the **completed operations** of your **covered operations**; and

(3) The **microbial substances** were unexpected and unintended from the standpoint of the **insured**; and

(4) The **bodily injury** or **property damage** is caused by your **covered operations** and/or **completed operations** of your **covered operations**.

Notwithstanding the above, this policy will not respond to **loss(es)** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

COVERAGE B.5 – NAMED INSURED'S LOCATIONS

a. First Party Cleanup Costs

(1) We will pay those sums the **Named Insured** becomes legally obligated to pay for **cleanup costs** in excess of the deductible caused by a **pollution condition** on, at, under or migrating from an **insured location(s)**, provided that:

a) The **pollution condition** first commences during the **policy period** set forth on the Declarations page of this policy; and

b) The **pollution condition** first commences at an identified time and place and must be confirmed by the **Named Insured** at its sole expense during the **policy period**; and

c) The **pollution condition** is first discovered by the **Named Insured** during the **policy period**, but no later than ten (10) calendar days from the date of the first commencement of the **pollution condition**, and reported to us in writing no later than fourteen (14) calendar days from the date of the first discovery of the **pollution condition**, but before the expiration of the **policy period**.

The amount we will pay for **cleanup costs** and associated **defense costs** is limited as described in Section **IV. Limits Of Insurance**.

b. Third Party Claims for Cleanup Costs, Bodily Injury or Property Damage Liability

(1) We will pay those sums that the **Named Insured** becomes legally obligated to pay as a result of a **claim** made by a third party for **loss** from **bodily injury** or **property damage** in excess of the deductible, which is directly caused by a **pollution condition** on, at, under or migrating from an **insured location(s)** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking payment for **loss** from **bodily injury** or **property damage** which arises from a **pollution condition** on, at, under or migrating from an **insured location(s)**; however, we will have no duty to defend the **insured** against any **suit** seeking payment for **loss** to which this insurance does not apply. We may, at our discretion, investigate any **pollution condition** and settle any **claim** or **suit** that may result, but:

a) The amount we will pay for **bodily injury**, **property damage**, **cleanup costs**, **loss** and **defense costs** is limited as described in Section **IV. Limits Of Insurance**; and

b) Our right and duty to defend ends under Coverage B when we have used up the applicable limit of insurance in the payment of judgments or settlements for **damages** under Coverage A, or **cleanup costs** or **loss** under Coverage B, and/or **defense costs** under Coverages A and, if applicable, B.5.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **III. Supplementary Payments**.

(2) This insurance applies to **cleanup costs**, **bodily injury** and **property damage** only if:

a) The **pollution condition** first commences during the **policy period** set forth on the Declarations page of this policy; and

b) The **pollution condition** first commences at an identified time and place and must be confirmed by the **Named Insured** at its sole expense during the **policy period**; and

c) The **pollution condition** is first discovered by the **Named Insured** during the **policy period**, but no later than ten (10) calendar days from the date of the first commencement of the **pollution condition**, and reported to us in writing no later than fourteen (14) calendar days from the date of the first discovery of the **pollution condition**, but before the expiration of the **policy period**; and

d) The **claim** for **cleanup costs, bodily injury** and/or **property damage** resulting from the **pollution conditions** is first made against the **Named Insured** during the **policy period**, and reported to us, in writing, during the **policy period**, or where applicable, the Extended Reporting Period.

Notwithstanding the above, this policy will not respond to **cleanup costs, loss(es)** or **defense costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period.**

COVERAGE B.6 – EMERGENCY REMEDIATION COSTS

a. We will pay **emergency remediation costs** in excess of the self-insured retention, which qualify as **cleanup costs** incurred by or on behalf of the **Named Insured** to take emergency action in response to a **pollution condition** caused by:

(1) **Covered operations** or the **completed operations** of **covered operations**, and otherwise covered under Coverage B.1; or

(2) A **pollution condition** occurring during the course of **transportation** by the **Named Insured** or by a **carrier**, including any **loading or unloading,** and otherwise covered under Coverage B.2; or

(3) A **pollution condition** on, at, under or migrating from an **insured location(s),** and otherwise covered under Coverage B.5.

The amount we will pay for **emergency remediation costs** is limited as described in Section **IV. Limits Of Insurance**; and

b. This insurance applies to **emergency remediation costs** incurred by the **Named Insured** prior to providing notice to the company, provided that:

(1) The **pollution condition** first occurs during the **policy period**; and

(2) The **pollution condition** is first discovered during the **policy period** by an **insured**; and

(3) The **Named Insured** would be liable to a third party for the **cleanup** of the **pollution condition** if the **emergency remediation costs** had not been incurred; and

(4) The **emergency remediation costs** are for a period of no longer than seven (7) calendar days after the **pollution condition is** first discovered and are incurred for services rendered during the **policy period**; and

(5) Written notice of the **emergency remediation costs** is provided to us as soon as practicable, but in no event later than fourteen (14) calendar days from the first discovery of the **pollution condition**, but before the expiration of the **policy period**.

Notwithstanding the above, this policy will not respond to **emergency remediation costs** covered in whole or in part by other valid and collectible insurance in force prior to this **policy period**.

II. EXCLUSIONS

This insurance does not apply to **damages**, **cleanup costs**, **loss**, **bodily injury**, **property damage**, **claims**, **suits**, **microbial substances**, **emergency remediation costs**, **rectification expense**, corporate reputation rehabilitation expense, crisis management expense, and related **defense costs**:

1. Asbestos

Solely with respect to **insured location(s)** scheduled to this policy for coverage under **COVERAGE B.5 – NAMED INSURED'S LOCATIONS** if selected on the Declarations page of this policy, based upon or arising out of, in whole or in part, asbestos in any form including but not limited to asbestos containing products, asbestos dust, asbestos fibers or asbestos containing materials within, on or applied to any buildings or structures located at an **insured location(s)**. This exclusion does not apply to **cleanup costs** to the extent directly and solely attributable to the inadvertent disturbance of asbestos at an **insured location** during the **policy period**. However, such **cleanup costs** will only apply to that portion of the asbestos that has been inadvertently disturbed at an **insured location** and will not apply to the disturbance of asbestos caused during any asbestos abatement, removal, or repair project or any building renovation project at an **insured location**.

2. Auto; Aircraft; Watercraft or Rolling Stock

Based upon or arising out of the ownership, maintenance, use or the entrustment to others of any **auto**, aircraft, watercraft, or rolling stock owned or operated by or rented or loaned to any **insured**. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claim(s)** 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 **auto**, aircraft, watercraft or rolling stock that is owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to **pollution conditions** arising out of the ownership, maintenance, use, operation, **loading or unloading** of any **auto**, aircraft, watercraft, or rolling stock within the fixed boundaries of a site where your **covered operations** are being performed.

This exclusion also does not apply to **damages** arising directly out of the use or operation of any **unmanned aircraft** when the **unmanned aircraft** is used in the performance of **professional services**.

This exclusion also does not apply to the coverage provided under **COVERAGE B.2 – TRANSPORTATION POLLUTION LIABILITY** if selected on the Declarations page of this policy.

3. Bankruptcy

Based upon or arising out of bankruptcy or insolvency of an **insured** or of any other firm, person, or organization.

4. **Bonds & Insurance**
   Based upon or arising out of an **insured's** obtaining, maintaining or requiring any bond, suretyship or insurance, or failing to do so.

5. **Construction Means and Methods**
   Based upon or arising out of **claims** for **bodily injury** and/or **property damage** arising out of construction means, methods, techniques, sequences or procedures. This exclusion does not apply to Coverage B.

6. **Contractual Liability**
   Based upon or arising out of the liability of others assumed by an **insured** under any contract or agreement. This exclusion does not apply to:
   a. Liability for **bodily injury**, **property damage** or **cleanup costs** under Coverage B assumed in a written contract or agreement that is an **insured contract**, provided the **pollution conditions** that result in **bodily injury**, **property damage** and/or **cleanup costs** first commence subsequent to the execution of the contract or agreement in writing; or
   b. Liability that the **Named Insured** would have in the absence of the contract or agreement.

7. **Criminal Fines and Penalties**
   Based upon or arising out of any claim seeking payment of:
   a. Criminal fines, criminal penalties or associated multiple damages; or
   b. Punitive or exemplary damages, except where allowable by law; or
   c. The cost of injunctive relief based upon or arising out of non-compliance with any statute, regulation, ordinance or administrative complaint.

8. **Damage to a Conveyance**
   Based upon or arising out of **property damage** to any conveyance utilized in the **transportation** by a **carrier** on behalf of the **insured.** This exclusion does not apply to a **claim** made by a **carrier** for such **property damage** to their conveyance caused by the **Named Insured's** negligence.

9. **Discrimination**
   Based upon or arising out of the discrimination by the **insured** on the basis of age, color, race, sex, creed, national origin, marital status, physical disability or sexual preference. This exclusion does not apply to ADA and FHA Defense Expense provided for under Section **III.** Supplementary Payments.

10. **Employer's Liability and Worker's Compensation**
    Based upon or arising out of **bodily injury** to:
    a. An employee of any **insured** arising out of and in the course of:
       (1) Employment by any **insured**; or
       (2) Performing duties related to the conduct of any **insured's** business; or
    b. The spouse, child, parent, brother or sister of that employee or any person whose right to assert a cause of action against any **insured** by reason of employment, blood or any other relationship with that employee as a consequence of Paragraph (1) above; or
    c. Based upon or arising under any workers compensation, unemployment compensation or disability benefits law or similar law;
    d. This exclusion applies:
       (1) Whether any **insured** may be liable as an employer or in any other capacity; or
       (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

    Under Coverages B.1, B.2 and B.4 only, this exclusion does not apply to liability assumed by the **Named Insured** under an **insured contract** for the performance of **covered operations**.

11. **Express Warranties or Guarantees**
    Based upon or arising out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the **Named Insured** that the **Named Insured's covered operations** and or **professional services** are in conformity with the generally accepted standard of care that would be applicable in the absence of such express warranty or guarantee.

12. **Faulty Workmanship**
    Solely with respect to Coverages B.1 and B.4, based upon or arising out of the costs to repair or replace faulty construction or workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed, in whole or in part, by or on behalf of, the **insured**, including the cost of any materials, parts or equipment furnished in connection with it.
    This exclusion does not apply to **loss** the **Named Insured** is legally obligated to pay for the reasonable and necessary expenses incurred for the investigation, monitoring, testing, removal, abatement, containment, treatment,

detoxifying, neutralization, encapsulation or disposal of **pollution conditions**.

13. **Insured vs. Insured**
    Based upon or arising out of any **claim, suit,** or assertion of liability by one **insured** against another **insured** under this policy. With respect to Coverage **B.1**, **B.3** and **B.4** only, this exclusion shall not apply to any **claim** against an **insured** by clients of the **insured**, or other entities, but only if the clients and other entities are **insureds** as defined in Section **VIII. 17.i.** of this policy.

14. **Insured's Property**
    Based upon or arising out of any real or personal property owned, occupied, leased or rented by any **insured**. However, under Coverage B, this exclusion shall not apply to:
    a. A **claim** against the **Named Insured** by a client who is also an **insured** under **Section VIII 17.i.** of this policy;
    b. A **claim** arising from property rented or leased by the **Named Insured** during the course of performing **covered operations** and/or **professional services** for parties other than the **Named Insured**; or
    c. The coverage provided under **COVERAGE B.5 – NAMED INSURED'S LOCATIONS**, if selected on the Declarations page of this policy.

15. **Job Site Safety**
    Based upon or arising out of job site safety including the failure to protect persons or property; the preparing of, or the failure to prepare, any safety plans, safety precautions or safety procedures; or the failure to properly supervise site safety in connection with the performance of **professional services.**

16. **Knowingly Wrongful Acts**
    Based upon or arising out of any **insured's** dishonest, fraudulent, malicious, or knowingly wrongful act, error or omission or non-compliance with any law, statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. However, this exclusion shall not apply to any **responsible insured** that did not commit, participate in, or have knowledge of any of the acts described above.

17. **Known Circumstances or Conditions**
    Based upon or arising out of **covered operations** or **professional services** performed prior to the inception date of this policy, if any **responsible insureds** knew or reasonably could have foreseen that your **covered operations** or **professional services** could give rise to a **claim** or **suit** for **loss, damages**, **emergency remediation costs**, **rectification expense,** crisis management expense or corporate reputation rehabilitation expenses under this policy. This includes, but is not limited to, any **claim**, **suit**, **loss**, **pollution condition**, **emergency remediation costs**, **rectification expense**, crisis management expense or corporate reputation rehabilitation expense reported under any insurance policy in effect prior to the inception of this **policy period.**

18. **Known Pollution Conditions**
    Based upon or arising out of a **pollution condition** known by any **insured** prior to the inception of this **policy period.**
    In the event the **Named Insured** exacerbates a **pollution condition**, which was known by any **insured,** during the performance of **covered operations**, this exclusion does not apply to **claims**, **loss**, **cleanup costs** or **emergency remediation costs** associated with that portion of the **pollution conditions** that would not exist but for the **Named Insured's** exacerbation of the known **pollution condition** caused by **covered operations.**

19. **Lead-Based Paint**
    Solely with respect to **insured location(s)** scheduled to this policy for coverage under **COVERAGE B.5 – NAMED INSURED'S LOCATIONS** if selected on the Declarations page of this policy, based upon or arising out of lead-based paint within or on any structures located at an **insured location(s)**. This exclusion does not apply to **cleanup costs** to the extent directly and solely attributable to the inadvertent disturbance of lead-based paint at an **insured location(s)** during the **policy period**. However, such **cleanup costs** will only apply to that portion of the lead-based paint that has been inadvertently disturbed at the **insured location** and will not apply to the disturbance of lead-based paint caused during any lead-based paint abatement or removal project or any building renovation project at the **insured location(s)**.

20. **Microbial Substances**
    a. Based upon or arising, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **microbial substances** on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; and
    b. Based upon or arising out of any **loss**, cost or expenses arising out of the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization, encapsulation or disposal of, or in any way responding to, or assessing the effects of, **microbial substances**, by any **insured** or by any other person or entity.

This exclusion does not apply to the coverage provided under **COVERAGE A – PROFESSIONAL LIABILITY** or **COVERAGE B.4 – MICROBIAL SUBSTANCE CONTRACTORS POLLUTION LIABILITY**, if selected on the Declarations page of this policy.

21. Nuclear Hazard

a. Based upon or arising out of damages:

(1) With respect to which an **insured** under the policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the **hazardous properties** of **nuclear material** and with respect to which:

a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

b) The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Damages resulting from the **hazardous properties** of **nuclear material**, if:

(1) The **nuclear material**:

a) Is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or

b) Has been discharged or dispersed therefrom;

(2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured;** or

(3) The damage arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility,** but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

a. Hazardous properties include radioactive, toxic or explosive properties;

b. Nuclear Material means **source material**, **special nuclear material** or **by-product material**;

c. Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

d. Waste means any waste material:

(1) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and

(2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

e. Nuclear Facility means:

(1) Any **nuclear reactor**;

(2) Any equipment or device designed or used for:

a) Separating the isotopes of uranium or plutonium;

b) Processing or utilizing **spent fuel**; or

c) Handling, processing or packaging **waste**;

(3) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

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

f. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

g. Property Damage includes all forms of radioactive contamination of property.

22. Products Liability

Based upon or arising out of **your product** or its design**,** including but not limited to, goods or products manufactured, sold, handled, distributed, altered or repaired by the **Named Insured** or by others trading under its name including any container thereof, or any reliance upon a representation or warranty made at any time with respect thereto. This exclusion does not apply to Coverage B where the **pollution condition** is the result of the

fabrication, assembly or installation of goods, materials or products provided by the **Named Insured** in connection with the performance of **covered operations.**

23. **Off-Site Waste Disposal**
Based upon or arising out of **pollution conditions** on, at, under or migrating from any **non-owned disposal site** to which wastes, **your products** or materials have been delivered.
This exclusion does not apply to the coverage provided by **COVERAGE B.3 – THIRD PARTY CLAIMS FOR NON-OWNED DISPOSAL SITE(S)**, if selected on the Declarations page of this policy.

24. **Project-Specific Coverage**
Based upon or arising out of any project to which any **insured** is an **insured** on a project-specific policy issued by any insurer, however, this exclusion shall not apply where your liability is found to be in excess of the limits of liability available under all such project specific insurance policies.

25. **Related Entities**
Based upon or arising out of a **claim** by your parent company or any affiliated subsidiary, or any entity which is owned, operated, managed, or controlled by you.

26. **Transportation**
Based upon or arising out of **pollution conditions** caused by **your products**, materials or waste transported by you or a **carrier** within an **auto**, aircraft, watercraft or rolling stock beyond the fixed boundaries of an **insured location**, or a site at which your **covered operations** or **professional services** are being performed.

This exclusion does not apply to the coverage provided under **COVERAGE B.2 – TRANSPORTATION POLLUTION LIABILITY**, if selected on the declarations page of this policy.

27. **Underground Storage Tanks**
Solely with respect to **insured location(s)** scheduled to this policy for coverage under **COVERAGE B.5 – NAMED INSURED'S LOCATIONS** if selected on the Declarations page of this policy, based upon or arising out of **pollution conditions** migrating from any **underground storage tank(s)**.

28. **War and Hostile Acts**
Based upon or arising directly or indirectly, out of:
a. War, including undeclared or civil war;
b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

III. SUPPLEMENTARY PAYMENTS

1. We will pay the following supplemental expenses subject to the Supplementary Payments Limits as set forth in the Declarations Page for:

a. Rectification expense – With respect to Coverage A only and subject to the **rectification expense** Limit of Liability stated in the Declarations, we agree to indemnify you, in excess of the self-insured retention for **rectification expense** shown on the Declarations page of this policy, against direct costs and expenses which are reasonable and necessary to rectify a negligent act, error or omission arising from **professional services,** prior to a **claim** being made under Coverage A of this policy, provided that:

(1) The negligent act, error or omission is first discovered during the **policy period** and reported to us as soon as practicable during the **policy period**; and

(2) Your **professional services** which result in the negligent act, error or omission are rendered on or after the **rectification expense** Retroactive Date shown on the Declarations page of this policy and prior to the end of the **policy period**; and

(3) You present evidence to us, to our satisfaction, that the negligent act, error or omission would likely result in an eventual **claim** under Coverage A in the absence of your undertaking of the **rectification expense**; and

(4) You provide prior written notice to us of the details of your proposed corrective actions and the estimated cost of those corrective actions as soon as practicable during the **policy period**; and

(5) Prior to incurring any **rectification expense**, we consent in writing to such **rectification expense**. Such consent shall not be unreasonably withheld.

Under no event shall we be responsible for indemnifying you for **rectification expense** that are betterments or that are a consequential damage such as cost overruns, project delay costs, additional debt service expenses, or any loss of use damages associated with the negligent act, error or omission. In addition, we will not indemnify you for **rectification expense** in connection with the salaries of your executive officers, managers, supervisors or for any of your mark-up and profit you would otherwise charge in performing such rectification

work. Any payments made under this section shall be subject to the **rectification expense** self-insured retention stated in the Declarations and a 20% co-insurance requirement, which will be your sole responsibility. It is a condition of this coverage that the 20% coinsurance be borne by the **insured** at its own risk and shall remain uninsured. The coinsurance shall apply concurrently as we make payments and is not intended to apply after we have paid our 80% of the applicable **rectification expense** Limit. This coverage shall be subject to the **rectification expense** Retroactive Date stated in the Declarations. Nothing contained herein shall act as a waiver of your rights, nor shall we accept any liability for **rectification expense** without our prior express written consent.

In the event that a **claim** is made arising out of the same negligent act, error or omission for which the **Named Insured** has previously undertaken **rectification expense** pursuant to the provisions of this section, we may, at our sole discretion, cease paying further **rectification expense** associated with such negligent act, error or omission. Any payments made by the **Named Insured** to satisfy the self-insured retention pursuant to this section concurrently reduce the deductible obligation of the **Named Insured** in the event an actual **claim** is made against Coverage A of this policy arising out of the same negligent act, error or omission for which the **Named Insured** has undertaken **rectification expense** under this section.

b. Corporate Reputation Rehabilitation – With respect to Coverages A and B and subject to the Corporate Reputation Rehabilitation Limit of Liability stated in the Declarations, we shall pay on behalf of the **Named Insured,** in excess of the deductible shown under Coverage A or B of the Declarations page, whichever applies, reasonable and necessary costs, charges, expenses and fees required to restore the corporate reputation of a client of the **Named Insured** that is damaged as a result of a covered **claim** under Coverages A or B and for which a **claim** has been made against the **Named Insured** for such damages. Subject to our approval, the **Named Insured** will select a public relations firm that meets certain certifications and qualifications at our sole discretion.

c. Crisis Management Expense - With respect to Coverage B only and subject to the Crisis Management Limit of Liability stated in the Declarations, we shall pay on behalf of the **Named Insured**, in excess of the deductible shown under Coverage B of the Declarations page, for reasonable and necessary costs, charges, expenses and fees in response to a covered **claim** under Coverage B of this policy for essential emergency travel expenses incurred by the **Named Insured**, rental of temporary staging, office or meeting space necessary to continue **covered operations**, and the temporary rental of equipment necessary to replace equipment damaged or destroyed by the covered **claim.**

d. ADA and FHA Defense Expense – With respect to Coverage A only and subject to the ADA and FHA Defense Expense Limit of Liability set forth in the Declarations, upon written request by you during the **policy period** or the Extended Reporting Period, if applicable, we shall select and retain counsel and pay such counsel's reasonable and necessary fees and expenses incurred when you respond to regulatory or administrative actions first brought against you during the **policy period** by a government agency under the Americans with Disabilities Act of 1990 (ADA) or the Fair Housing Act (FHA), and alleging a negligent act, error, or omission in the rendering of **professional services** by you or on your behalf, on or after the Retroactive Date shown on the Declarations Page, but before the end of the **policy period**.

2. We will pay, with respect to any **claims** or **occurrences** we investigate or settle, or any **suit** against an **insured** we defend:

a. All expenses we incur.

b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. 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.

d. All costs taxed against the **insured** in the **suit**.

e. Prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the Limits of Insurance for Coverages A and B.5 only.

3. If we defend an **insured** against a **suit** and an indemnitee of the **insured** is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:

a. The **suit** against the indemnitee seeks coverage for **loss** for which the **insured** has assumed the liability of the indemnitee in an **insured contract**;

b. This insurance applies to such liability assumed by the **insured**;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the **insured** in the same **insured contract**;
d. The allegations in the **suit** and the information we know about the **occurrence**, or **claim** are such that no conflict appears to exist between the interests of the **insured** and the interests of the indemnitee;
e. The indemnitee and the **insured** ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the **insured** and the indemnitee; and
f. The indemnitee:
(1) Agrees in writing to:
a) Cooperate with us in the investigation, settlement or defense of the **suit**;
b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
c) Notify any other insurer whose coverage is available to the indemnitee; and
d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
(2) Provides us with written authorization to:
a) Obtain records and other information related to the **suit**; and
b) Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an **insured's** indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

IV. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
a. **Insureds**;
b. **Insured locations**;
c. **Claims** made or **suits** brought; or
d. Persons or organizations making **claims** or bringing **suits**.

2. The Policy Aggregate Limit is the most we will pay for the sum of:
a. All **damages** under Coverage A; and
b. All **emergency remediation costs**, **claims**, **cleanup costs**, and **loss** because of **bodily injury** and **property damage** under Coverage B; and
c. All related **defense costs** and Supplementary Payments paragraph **2.** and **3.** incurred under Coverage A and Coverage B.5; and
d. All expenses for **rectification expense**.

3. Subject to Paragraph **1.**, and Paragraph **2.** above, the Each Occurrence Limit set forth on the Declarations is the most we will pay for the sum of:
a. All **emergency remediation costs, claims, cleanup costs** and **loss**, under Coverage B; and
b. All related **defense costs** and Supplementary Payments incurred under Coverage B.5 and, where applicable, B.6 as it relates to B.5, because of all **bodily injury** and **property damage** arising out of any one **occurrence**. For purposes of the limits of insurance only, a **claim** under Coverage B.3, B.5 and B.6 as it relates to B.5, is considered an **occurrence**.

4. Subject to Paragraph **1.**, Paragraph **2.**, and Paragraph **3.** above, the Each Claims Limit set forth on the Declarations is the most we will pay for all **damages**, Supplementary Payments paragraphs **2.** and **3.**, and **rectification expense** under Coverage A because of any one **claim**, including all related **defense costs**.

5. Any payment made for **emergency remediation costs**, **cleanup costs**, **loss** from **bodily injury** or **property damage** under Coverage B; related **defense costs** and Supplementary Payments paragraphs **2.** and **3.** under Coverage B.5, and B.6 as it relates to B.5; and for **damages** including related **defense costs**, Supplementary Payments paragraphs **2.** and **3.**, and **rectification expense** under Coverage A shall concurrently reduce the Each Occurrence Limit under Coverages B and the Each Claim Limit under Coverages A and the Policy Aggregate Limit available under Coverages A and B. Our right and duty to defend ends under Coverage A and Coverage B when either the Each Occurrence Limit under Coverage B**,** or the Each Claim Limit under Coverage A, or the Policy

Aggregate Limit have been exhausted. For purposes of the limits of insurance only, a **claim** under Coverage B.3, B.5, and B.6 as it relates to B.5 is considered an **occurrence.**

6. Subject to Paragraph **1.**, Paragraph **2.**, Paragraph **4.**, and Paragraph **5.**, the **rectification expense** limit of liability set forth in the Declarations page is the most we will pay under Supplementary Payments Section **III 1.a.** of the policy regardless of the amount of **rectification expense** paid during the **policy period**.

7. Subject to Paragraph **1.**, the Corporate Reputation Rehabilitation limit of liability set forth in the Declarations page is the most we will pay under Supplementary Payments Section **III 1.b.** of the policy regardless of the amount of costs, charges, expenses and fees of Corporate Reputation Rehabilitation paid during the **policy period**.

8. Subject to Paragraph **1.**, the Crisis Management limit of liability set forth in the Declarations page is the most we will pay under Supplementary Payments Section **III 1.c.** of the policy regardless of the amount of costs, charges, expenses and fees of Crisis Management paid during the **policy period**.

9. Subject to Paragraph **1.**, the ADA and FHA Defense Expense limit of liability set forth in the Declarations page is the most we will pay under Supplemental Payments Section **III 1.d.** of the policy regardless of the number of negligent acts, errors or omissions.

10. Deductible

The deductible or self-insured retention amounts stated in the Declarations applies to all **loss(es)** because of **bodily injury** or **property damage**; **emergency remediation costs**; **claim(s)**; **suits**; **damages**; **cleanup costs;** crisis management expense; corporate reputation rehabilitation expense; **rectification expense**; ADA and FHA defense expense; and related **defense costs**, if applicable, arising out of any one **occurrence**, or any one **claim**. Our obligation under the policy to pay damages on your behalf applies only to the amount of damages in excess of any deductible or self-insured retention amounts stated in the Declarations and as applicable to each coverage part.

The terms of this insurance under all applicable coverages (Coverages A and B), including those with respect to:

a. Our right and duty to defend the **insured** against any **suits** seeking those damages; and

b. Your duties in the event of an **occurrence**, **claim**, or **suit**;

apply irrespective of the application of the deductible or self-insured retention amounts stated in the Declarations.

The Company may advance in its discretion payment of all or part of the deductible amounts stated In the Declarations, but not self-insured retention amounts. The **insured** must promptly reimburse the Company for any such deductible payments and the limits of insurance will be deemed to have been paid by the Company and the available limits reduced in a commensurate amount unless and until the reimbursement is made. Such reduction, however, does not relieve the **insured** of its obligation to repay such advanced amount and the Company continues to have the right to recover such amount from the **insured**. Once the payments are recovered in whole or in part, the limits of insurance shall be reinstated, but only as to that amount of the deductible that was repaid. The deductible shall be paid by the **insured** and is not to be insured unless the Company has given its prior consent in writing to the **Named Insured.**

If an **insured** does not repay any such advance, the deductible shall also become the obligation of the **Named Insured.**

Mediation Credit: Notwithstanding the foregoing, if the Company and the **insured** agree beforehand to attempt to resolve a **claim** or **suit** at mediation, and if the Company and the **insured** resolve such **claim** or **suit** by such mediation, the **Named Insured's** deductible obligation for such **claim** or **suit** will be reduced by 50% subject to a maximum reduction of $25,000. Herein, mediation shall mean the non-binding facilitation in resolving a **claim** or **suit** by a neutral third party.

11. Multiple Pollution Conditions or Claims

All continuous or related **pollution conditions**, **microbial substances**, **occurrences**, and/or negligent acts, errors, or omissions reported to the Company under a subsequent policy issued by the Company or its affiliates, providing substantially the same coverages as this policy, shall be deemed to have been first discovered and reported during this **policy period** and shall be subject to the same limit of insurance. All **claims** and reports of **pollution conditions, microbial substances, occurrences,** and/or negligent acts, errors, or omissions made during one or more **policy periods** issued by the Company or its affiliates, providing substantially the same coverages, resulting in **damages**, **bodily injury** or **property damage**, or in any combinations thereof, and arising out of the same, or continuous or related **pollution conditions, microbial substances, occurrences**, and/or negligent acts, errors, or omissions, shall be considered one **pollution condition**, **microbial substance, occurrence,** and/or negligent act, error, or omission and will be subject to the same Each Occurrence Limit or Each Claim Limit, **rectification expense** Limit, Corporate Reputation Rehabilitation Limit, Crisis Management Expense Limit, ADA and FHA Defense Expense Limit, whichever applies, and one deductible and one policy aggregate limit. Such **claims** or reports of **pollution conditions**, **microbial substances, occurrences**, and/or negligent acts, errors or omissions shall be deemed first reported to the Company during the **policy period** in which

the first such **claim** or report of a **pollution condition**, **microbial substance, occurrence,** and/or negligent act, error, or omission was reported to the Company or an affiliate and will be subject to the Each Occurrence Limit or Each Claim limit, whichever applies, and deductible applicable to that **policy period**. Under Coverage B.1, B.2, B.3 and B.4, all continuous or related **pollution conditions** and/or **microbial substances,** shall be deemed to have occurred when the **pollution condition** and/or **microbial substance,** first occurred. For purposes of the limits of insurance only, a **claim** under Coverage B.3, B.5, and B.6 as it relates to B.5 is considered an **occurrence** and the preceding sentence for the purpose stated therein shall also apply to Coverage B.3 and B.5 and B.6 as it relates to B.5.

If you have liability insurance incepting prior to the inception date of this policy that would have provided pollution liability coverage for the **bodily injury**, **property damage** or **pollution condition**, in whole or in part, regardless as to whether those limits have been eroded, then this policy provides no coverage. If we provide coverage for the subject **pollution condition** and there remains a question as to whether the **pollution condition** first occurred during this **policy period**, then the date of first commencement of the **pollution condition** shall be deemed to have occurred only on the inception date of the first policy we issued. All related **pollution conditions** shall be deemed to also have first occurred on that same date. No more than one policy issued by us will be applicable to the **claim** or the **pollution condition** or any **bodily injury** or **property damage** resulting from such **pollution condition**.

12. Two or More Coverage Forms or Policies Issued By Us.

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same **pollution conditions**, **microbial substances, and/or occurrences**, the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under the first policy issued by us and for which there is coverage, subject to any erosion of the policy limits. This condition does not apply to any coverage form or policy issued by us or an affiliate company specifically to apply as excess insurance over this coverage form.

V. REPORTING, DEFENSE, SETTLEMENT & COOPERATION

1. Duties in the event of a Pollution Condition

An **insured** must see to it that we are notified in writing as soon as practicable after an **insured** first becomes aware of a **pollution condition**. The **insured** shall cooperate and assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the **insured(s)** because of cleanup, injury or damage to which this insurance may also apply. Notice shall include:

a. How, when and where the **pollution condition** took place;
b. The names and addresses of any injured persons and witnesses; and
c. The nature and location of any injury or damage arising out of the **pollution condition**.

Notice of a **pollution condition** is not notice of a **claim** or **suit**.

2. Duties in the event of an Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an **occurrence** or an alleged negligent act, error or omission, which may result in a **claim** or **suit**. To the extent possible, notice should include:
(1) How, when and where the **occurrence** or an alleged negligent act, error or omission took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the **occurrence** or an alleged negligent act, error or omission.

b. If a **claim** is made or **suit** is brought against any **insured** or any legal action is initiated, you must:
(1) Immediately record the specifics of the **claim** or **suit** and the date received; and
(2) Notify us as soon as possible.

You must see to it that we receive written notice of the **claim** or **suit** as soon as possible.

c. You and any other involved **insured** must:
(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**;
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and
(4) Assist us, upon our request and without charge, in the enforcement of any right against any person or organization which may be liable to the **insured** because of **damages**, **cleanup costs**, **bodily injury** or **property damage** to which this insurance may also apply.

d. At the time you first become aware of an actual or alleged negligent act, error or omission to which this policy applies, if during the **policy period** you give us written notice containing the following:

(1) Details of the actual or alleged negligent act, error or omission and the **professional services** rendered by you or on your behalf;
(2) The specific nature of the **damages** which have been sustained; and
(3) Details of how you first became aware of such actual or alleged negligent act, error or omission;

Then any **claim** that may subsequently be made against you arising out of such actual or alleged negligent act, error or omission shall be deemed to have been made on the date we first received written notice from you of the actual or alleged negligent act, error or omission. This also applies to actual or alleged negligent acts, errors or omissions first discovered by the **Named Insured** during the **policy period** and reported to us during the **policy period** under Supplementary Payments Section **III 1.a. – rectification expense** and **1.b.** - Corporate Reputation Rehabilitation.

This actual or alleged negligent act, error or omission reporting provision shall terminate at the end of the **policy period** and shall not exist during the Automatic Extended Reporting Period or the Supplemental Extended Reporting Period.

3. Voluntary Payments

No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent, except as set forth in **COVERAGE B.6 – EMERGENCY REMEDIATION COSTS**. In the event that the **Named Insured** incurs **emergency remediation costs**, the **Named Insured** shall provide notice to the Company within fourteen (14) calendar days from the first discovery of the **pollution conditions** for which the **emergency remediation costs** have been incurred, but before the expiration of the **policy period.**

Upon discovery of a **pollution condition** or incurring **emergency remediation costs**, the **Named Insured** shall make every attempt to mitigate any **loss** and comply with applicable environmental laws. The **insured** shall have the responsibility and duty to select, retain, and oversee contractors or consultants to perform any investigation and/or remediation of any **pollution condition** to which this insurance applies. Except in the event of incurring **emergency remediation costs**, the **Named Insured** must cooperate with the Company and receive our consent in writing of the selection and retention of qualified contractors or consultants.

4. Defense, Settlement and Cooperation

The Company shall have the right and the duty to assume the investigation, adjustment or defense of any **claim** or **suit**. **Defense costs** under Coverages A, and B.5 erode the applicable limits of insurance. **Defense costs** under Coverages B.1, B.2, B.3, B.4, and ADA and FHA Defense Expense do not erode the applicable limits of insurance. It is further agreed that the Company may make such investigation of any **claim** or **suit** as it deems expedient, but the Company shall not be obligated to pay any damages or to defend or to continue to defend any **claim** or **suit** after the applicable limits of insurance have been exhausted by payment of **rectification expense** and/or **damages** under Coverage A; **loss**, **bodily injury**, **property damage**, **cleanup costs,** or **emergency remediation costs** under Coverage B; Supplementary Payments paragraphs **2.** and **3.** and **defense costs** under Coverages A, and B.5. We will have no duty to defend the **insured** against any **claim** or **suit** to which this policy does not apply. **Defense costs** shall be repaid to the Company by the **insured** in the event and to the extent that the **insured** shall not be entitled, under the terms and conditions of this policy, to payment of **rectification expense** or **damages** under Coverage A; **loss**, **bodily injury**, **property damage**, **cleanup costs** or **emergency remediation costs** under Coverage B; or related **defense costs** under Coverages A or B.5.

The **insured** shall cooperate with the Company and offer all reasonable assistance in the investigation of an **occurrence**, **pollution condition,** actual or alleged negligent act, error or omission or **microbial substance** and the defense of a **claim** or **suit** under the applicable coverages purchased. The Company may require that the **insured** submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the **insured's** attendance at meetings with the Company. The **insured** must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses. The **insured** agrees to provide appropriate personnel to assist our representatives during any inspection.

The **insured** shall further cooperate with the Company and do whatever is necessary to secure and affect any rights of indemnity, contribution, or apportionment which the **insured** may have.

In the event the **insured** is entitled by law to select independent counsel to defend it, the following shall apply:

a. The attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar **claim** or **suit** in the community where the **claim** or **suit** arose or is being defended; and

b. We may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending **claims** or **suits** similar to the one pending against the **insured**, and to require such counsel to have errors and omissions insurance coverage. With respect to any such

counsel, the **insured** agrees that counsel will timely respond to our request for information regarding the **claim** or **suit**. The **insured** may at any time waive its right to select independent counsel.

If a settlement amount is acceptable to the claimant or claimants, and the Company recommends said settlement to the first **Named Insured**, the first **Named Insured** may elect to allow the settlement of the **claim** or **suit** as recommended, subject to all applicable policy terms including any deductible or self-insured retention provisions. Alternatively, the first **Named Insured** may elect not to allow such a settlement and continue to contest the **claim** or **suit** or continue any legal proceedings in connection with such **claim** or **suit**. However, if the first **Named Insured** elects to not settle and continues to contest the **claim** or **suit** or continue any legal proceedings in connection with such **claim** or **suit**, then the Company's liability for the **claim** or **suit** shall not exceed the amount for which the **claim** or **suit** could have been settled plus **defense costs** incurred up to the date of such refusal. Such amounts are subject to the limits of insurance and any deductible or self-insured retention provisions of the Policy. If the first **Named Insured** is not involved in the **claim** or **suit**, then any consent to settle by any **insured** or additional **insured** shall not be required and the Company shall have the full and absolute right to settle any **claim** or **suit** as set forth in the Insuring Agreements above.

VI. POLICY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this policy.

2. Cancellation

a. This policy may be cancelled by the first **Named Insured** shown in the Declarations or by endorsement by mailing or delivering written notice to us stating when the cancellation date shall be effective.

b. This policy may be cancelled by us for the following reasons:

(1) Non-payment of premium;

(2) Material misrepresentation or fraud by you;

(3) Material change in your **covered operations** or **professional services**, or the material change in the use or operation of an **insured location(s)** from the use contemplated in the application and/or supporting materials which result in a materially increased likelihood of **claims** or **pollution conditions** without prejudice to other remedies; or

(4) The **insured's** failure to comply with the terms and conditions under this policy including the failure to pay any deductible amount when due;

By mailing to the first **Named Insured**, at the last known address, written notice of not less than ten (10) days if cancellation is for either reasons **(1)** or **(2)** above, or ninety (90) days if cancellation is for either reasons **(3)** or **(4)** above. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

3. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued by the Company to form a part of this policy.

4. Choice of Law

The **insured** and the Company agree that all matters or disputes arising hereunder, including any questions relating to the validity, interpretation, performance, and enforcement of this policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, shall be determined in accordance with the law and practices of the State of New York without giving effect to New York conflict of law principles.

5. Choice of Forum

The **insured** and the Company agree that in the event a dispute arises under the policy relating to the validity, interpretation, performance, and enforcement of the policy, the meaning, interpretation or operation of any term, condition, definition or provision, or the fulfillment of any party of any obligation with respect to the policy, all litigation shall take place in the State of New York, and that all parties shall submit to the jurisdiction of any court of competent jurisdiction within the State of New York, including federal courts, and will comply with all the requirements necessary to give such court jurisdiction. In the event of arbitration or other forms of dispute resolution, such resolution shall take place in the State of New York. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to remove an action to a United States District Court.

6. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and

conditions.

7. **Inspection and Survey**
   With reasonable notice to the **insured**, we shall be permitted, but not obligated, to inspect the **insured's** property and/or operations. Neither our right to make inspections or any report thereon, shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such property or operations are safe or in compliance with environmental law, or any other law.

8. **Legal Action Against Us**
   No person or organization has a right under this policy:
   a. To join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
   b. To sue us on this policy unless all of its terms have been fully complied with.
   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative. For purposes of this condition, a consent judgment, stipulated judgment, agreed judgment, consent decree or consent order reached without our written agreement is neither an agreed settlement nor a final judgment.

9. **Limitation of Damages**
   Our damages for extra-contractual liability, bad faith, or similar damages under this policy are limited to one (1) times the relevant policy limit applicable to the underlying matter.

10. **Other Insurance**
    If other valid and collectible insurance is available to the **insured** covering **claim(s)**, **damages**, **bodily injury**, **property damage**, **emergency remediation costs**, **cleanup costs**, **rectification expense**, **defense costs** or Supplementary Payments also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with such other insurance as to defense and/or indemnity. The **insured** shall promptly, upon the request of the Company, provide the Company with copies of all such policies or documentation.
    With respect to Coverage **B.1**, **B.3** and Coverage **B.4** only, this insurance is primary to and will not seek contribution from any other insurance available to an additional **insured** as defined in **Definition 17.i.** of this policy provided that:
    a. The additional **insured** is a Named Insured under such other insurance; and
    b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured**.

11. **Premium Payment**
    The first **Named Insured** shown in the Declarations is responsible for the payment of all deductibles, self-insured retentions, coinsurance and premiums due and will be the payee for any returned premiums we pay.

12. **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.

13. **Separation of Insureds**
    Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first **Named Insured**, this insurance applies:
    a. As if each **insured** where the only **insured**; and
    b. Separately to each **insured** against whom a **claim** is made or **suit** is brought.

14. **Sole Agent**
    The **Named Insured** shown in the Declarations shall act on behalf of, and serve as the sole agent for all **insureds** with respect to the return or payment of any premiums or retained amounts, the issuance by the Company of the policy, the receipt or acceptance of any endorsements issued to form a part of the policy or the receiving of any notices from the Company required by this policy.

15. **Transfer of Policy**
    This policy shall be void if assigned or transferred without our written consent.

16. **Subrogation**
    In the event of any payment under this policy by the Company, the Company shall be subrogated to all of the rights of recovery against any person or organization, and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing to prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of the payment of **loss** or **damages** covered under this policy shall accrue first to the **insured** to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the policy; and then to the **insured** to the extent of its deductible or self-insured retention. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

With respect to Coverages **B.1**, **B.3** and **B.4** only, we waive any right of recovery we may have against the additional **insureds** as defined pursuant to **Definition 17.i.** of this policy because of payments we make for **loss** from **bodily injury** or **property damage** caused by **covered operations** or **completed operations** of the **covered operations**, performed for those additional **insureds**, but only to the extent required by written contract, executed prior to the **loss**, between you and the additional **insured**.

VII. EXTENDED REPORTING PERIOD – COVERAGES A, B.3 AND B.5.b ONLY

1. We will provide a Basic Extended Reporting Period and we may provide a Supplemental Extended Reporting Period, if purchased, as described below, but only if:
- **a.** This policy is canceled or not renewed; or
- **b.** We renew or replace the coverage provided under Coverage A., B.3 or B.5.b. of this policy with insurance that:
  - **(1)** Has a retroactive date later than the date shown in the Declarations; or
  - **(2)** Does not apply on a claims-made basis.

2. Extended Reporting Periods do not extend the **policy period**, change the scope of coverage provided or reinstate or increase the Limits of Insurance. The Extended Reporting Periods apply only to **claims** resulting from actual or alleged negligent acts, errors or omissions in the performance of **professional services**; or to a **claim** made by a third party for **cleanup costs** or **loss** from **bodily injury** or **property damage** which arises from a **pollution condition** on, at, under or migrating from an **insured location** or a **non-owned disposal site(s)**; or to **cleanup costs** which arise from a **pollution condition** on, at under or migrating from an **insured location** which is first discovered during the **policy period**. The actual or alleged negligent acts, errors or omissions under Coverage A must take place on or after the retroactive date and before the end of the **policy period**. The **pollution condition** under Coverage B.3 and B.5.b. must first commence on or after the retroactive date and before the end of the **policy period**. Once in effect, Extended Reporting Periods may not be cancelled.

3. Subject to 1.a. or 1.b. above, a Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **policy period** and lasts for sixty (60) days with respect to **claims** first made against you during the **policy period** and reported to us in writing during the **policy period** or extended reporting period. The Basic Extended Reporting Period does not apply to **claims** or **pollution conditions** that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **claims** or **pollution conditions.**

4. Subject to 1.a. or 1.b.above, a Supplemental Extended Reporting Period of up to thirty-six (36) months may be available with respect to **claims** first made against you during the **policy period** or the Supplemental Extended Reporting Period, and reported to us in writing during the **policy period** or the Supplemental Extended Reporting Period, if purchased, but only by endorsement to this policy and payment of an additional premium charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period, set forth in Paragraph **3.** above, ends. If the Supplemental Extended Reporting Period is purchased and an endorsement issued by us, then a **claim** first made against the **insured** and reported to the Company in writing within the remaining Basic Extended Reporting Period, or the Supplemental Extended Reporting Period, will be deemed to have been made and reported on the last day of the **policy period**.

You must give us a written request for the endorsement within 60 days after the end of the **policy period**. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
- **a.** The exposures insured;
- **b.** Previous types and amounts of insurance;
- **c.** Limits of Insurance available under this policy for future payment of damages;
- **d.** Other related factors.

The additional premium will not exceed 200% of the annual premium for this policy.

The Extended Reporting Period endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for **claims** first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. Renewal Extended Reporting Period

Provided that the **Named Insured** has renewed this policy with the Company or an affiliate of the Company designated by the Company, an **insured** shall have the right to a Renewal Extended Reporting Period of sixty (60) days following the expiration of this policy's **policy period** in which to provide written notice to the Company under this policy's **policy period** of **claim**(s) first made against the **insured** within thirty (30) days prior to the expiration of this policy's **policy period**. A **claim** first made against the **insured** within thirty (30) days prior to the expiration of this policy's **policy period**, and which **claim** is reported to the Company within this Renewal Extended Reporting Period, will be deemed to have been made and reported on the last day of this policy's **policy period**.

VIII. DEFINITIONS

1. **Auto** means:
   - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
2. **Bacteria** mean any type or form of bacteria and any materials or substances that are produced or released by bacteria.
3. **Bodily Injury** means:
   - **a.** Physical injury, sickness or disease, sustained by any person, and solely with respect to **3.a.** the monitoring of medical conditions or death resulting from any of these; and
   - **b.** Mental anguish or emotional distress sustained by any person.
4. **Carrier** means any person or entity, other than the **Named Insured** or a subsidiary or an affiliated company of the **Named Insured**, engaged by or on behalf of the **Named Insured**, and in the business of and properly licensed to transport **your products**, materials or waste for hire by **auto**, aircraft, watercraft or rolling stock.
5. **Certified Industrial Hygienist** means a licensed professional currently certified per the requirements as established by the American Board of Industrial Hygiene mutually agreed upon by the Company and the **Named Insured** and who has experience in the investigation, assessment and remediation of **microbial substances.**
6. **Claim** means the written assertion of a legal right to money or services received by an **insured** from a third party, including but not limited to lawsuits or civil actions alleging liability or responsibility on the part of the **insured** for **damages**, **loss**, **cleanup costs**, **bodily Injury** and/or **property damage.**
7. **Cleanup Costs** mean:
   - **a.** The reasonable and necessary expenses incurred for the investigation, monitoring, testing, removal, abatement, containment, treatment, detoxifying, neutralization, encapsulation or disposal of **pollution conditions** to the extent required by applicable federal, state or local governmental law, rule, regulation or order under which the **insured** has or may have a legal obligation; and
   - **b.** With respect to **microbial substances** coverage provided under Coverage B.4, if purchased, in the absence of any applicable laws established pursuant to **a.** above, to the extent recommended in writing by an **environmental professional** retained with our prior written consent or as required by court; and
   - **c. Restoration Costs**; and
   - **d. Emergency remediation costs**; and
   - **e.** Civil fines, civil penalties and assessments resulting directly from **pollution conditions** otherwise covered under Coverages A or B.
8. **Completed Operations** mean **covered operations** that have been completed. **Covered operations** will be deemed completed at the earliest of the following;
   - **a.** When all of the work in your contract has been completed; or
   - **b.** When all of the work to be done by you at the job site has been completed, if your contract calls for work at more than one job site; or
   - **c.** When that part of your work done at the job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
   - **d.** Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as **completed operations**.
9. **Coverage Territory** means:
   - **a.** The United States of America (including its territories and possessions), Puerto Rico and Canada; and
   - **b.** All other parts of the world if the **insured's** responsibility to pay damages is determined in a **suit** on the merits, in any court of competent jurisdiction within the territory described in **a.** above or in a settlement we agree to. However, whenever coverage provided by this policy would be in violation of U.S. export controls or trade

sanctions, such coverage is null and void and will be deemed not to be within the **coverage territory.**

10. **Covered Operations** mean those activities performed for a third party by you or on your behalf at a site not owned or leased by you. **Covered operations** do not include **completed operations.**
11. **Damages** mean a monetary judgment, award or settlement of compensatory damages resulting from an actual or alleged negligent act, error or omission in the performance of **professional services**. **Damages** do not include injunctive or equitable relief; the reduction, return or withdrawal of fees, charges or profit for services rendered; or the costs or expenses incurred by the **insured** to redesign, redo or correct the **Named Insured's** work, except as provided for under Supplementary Payments Section **III. 1.a. – rectification expense**.
12. **Defense Costs** mean any reasonable and necessary fees charged by an attorney designated by the Company, and where the **insured** has the legal right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar **claim** or **suit** in the community where the **claim** or **suit** arose or is being defended, as well as other reasonable and necessary costs, including expert witnesses and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a **claim** or **suit**. It does not include the salaries of our regular employees or supervisory counsel retained by us, or any cost or expense incurred by the **insured** in assisting in the investigation or defense of the **claim** or **suit.**
13. **Emergency Remediation Costs** mean those reasonable and necessary costs, charges, and expenses which qualify as **cleanup costs** incurred by or on behalf of the **Named** I**nsured** to take emergency action in response to a **pollution condition** within seven (7) days of the first discovery of the **pollution condition**. Such **emergency remediation costs** must be essential and necessary to contain, control or mitigate a **pollution condition** that is an imminent and substantial endangerment or threat to the public, human health, or the environment defined by the regulating agencies and environmental laws that require immediate response. **Emergency remediation costs** do not include the salaries of any directors, officers or supervisors of any **insured** or any profit element of any **insured.**
14. **Environmental Professional** means a person designated by us, or by you with our prior written consent, who is certified or licensed as a **Certified Industrial Hygienist** (CIH) by the American Board of Industrial Hygiene, a Professional Engineer (P.E.), a Professional Geologist (P.G.) or other certified or licensed professional with the applicable state environmental regulatory agency. We may require that certain minimum professional criteria be met, including a demonstration that the individual has experience with similar projects as the one involving **cleanup costs** covered under this policy, and the maintenance of adequate errors and omissions insurance.
15. **Fungi/Fungus** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi, but does not include any fungi intended by the **insured** for consumption.
16. **Green Building Materials** mean any building products or construction materials that are recognized by the Leadership in Energy and Environmental Design (LEED) or Energy Star as: (a) being environmentally preferable or sustainable; or (b) providing enhanced energy efficiency that are required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations. **Green Building Materials** shall be installed by qualified green contractors. **Green Building Materials** do not include any costs arising out of the use of **Green Building Materials**, including but not limited to delay costs.
17. **Insured** means:
    - **a.** You;
    - **b.** Any additional insured specifically endorsed onto this policy;
    - **c.** Your current or former partner, executive officer, director, or trustee solely while acting within the scope of his or her duties as such;
    - **d.** The heirs, executors, administrators, and the legal representatives of each **insured** as defined in a. and c. above in the event of death, incapacity or bankruptcy, but only with respect to liability arising out of your **covered operations** and/or **professional services** rendered on behalf of the **insured** prior to death, incapacity or bankruptcy.
    - **e.** Your employees solely while acting within the scope of their employment by you or while performing duties related to the conduct of your business;
    - **f.** Your retired partner, executive officer, director, or employee while acting within the scope of his or her duties as a consultant on your behalf;
    - **g.** Any person who is a leased worker performing **covered operations** and/or **professional services** under your supervision or on your behalf;
    - **h.** You, with regard to your participation in a joint venture, but solely for your liability for the performance of **covered operations** and/or **professional services** under the respective joint venture;
    - **i.** Solely with respect to Coverages B.1, B.3 and B.4 your clients, or other entities, provided a written contract or agreement is in effect between you and your client prior to the **loss** specifically requiring that your client and the other entities be added as additional **insured(s)**. Your clients and other required entities are covered under

this policy as additional **insured(s)** only with respect to liability for **bodily injury** or **property damage** directly caused by your negligence or the negligence of those acting on your behalf in the performance of **covered operations** and **completed operations** of the **covered operations** and only for Limits of Liability up to and not exceeding the amount required by the written contract or agreement and subject to the Limits of Liability of this policy;

j. Any entity newly formed or acquired by the **Named Insured** during the **policy period** in which the **Named Insured** has more than a 50% legal interest and over which the **Named Insured** exercises management or financial control and has agreed to provide insurance for such entity. However, coverage will only be provided for **claims** arising out of **professional services** or **covered operations** performed on or after the date of incorporation or acquisition and the coverage will expire in 90 days from the date of incorporation 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.

18. **Insured Contract** means any contract or agreement in writing for the performance of your **covered operations** whereby the **Named Insured** assumes the tort liability of another party to pay for **loss** from **bodily injury** or **property damage** to a third person, firm or organization caused by **pollution conditions**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

19. **Insured Location** means a location in the **coverage territory** owned, rented, leased or occupied by the **Named Insured** during the **policy period** and utilized solely in connection with the **Named Insured's** business, and only with respect to coverage under **COVERAGE B.5 – NAMED INSURED'S LOCATIONS**, if selected on the Declarations page. **Insured Location** does not mean a site where your **covered operations** are being performed.

20. **Loading or Unloading** means the handling of property, material or waste:
    a. After it is moved from the place where it is accepted for movement into or onto an **auto**, aircraft, watercraft or rolling stock; or
    b. While it is in or on an **auto**, aircraft, watercraft or rolling stock; or
    c. While it is being moved from an **auto**, aircraft, watercraft, or rolling stock to the place where it is finally delivered.

21. **Loss** means a monetary judgment, award, or settlement of compensatory damages and punitive or exemplary damages, where such coverage is allowed by law, because of **bodily injury** and/or **property damage.**

22. **Microbial Substance** means any substance that reproduces through release of spores or the splitting of its own cell, including but not limited to mold, mildew, spores, **fungi**, **bacteria** and Legionella Pnuemophila whether or not the **microbial substance** is living. **Microbial substances** do not include viruses.

23. **Named Insured** means the person, individual, partnership, corporation or entity listed in the Declarations or expressly added as a **Named Insured** by endorsement. The person, individual, partnership, corporation or entity listed in the Declarations shall be considered the first **Named Insured**.

24. **Natural Resource Damage** means the physical injury to, destruction of, or the assessment of physical injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, pertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C.1801 et seq.), any State, Local, Provincial, foreign government, or Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

25. **Non-Owned Disposal Site** means any waste treatment, waste storage or waste disposal facilities, which are utilized by or on behalf of the **Named Insured** for waste generated from an **insured location** or from your **covered operations**, provided that as of the date that the waste was delivered to the waste treatment, waste storage or waste disposal facility, the facility(ies):
    a. Are within the United States of America (including its territories and possessions), Puerto Rico and Canada;
    b. Are not owned, operated or managed by the **insured** or any subsidiary or affiliate of the **insured;**
    c. Are properly licensed to accept such waste for treatment, storage or disposal; and
    d. Are not listed or proposed for listing on the federal national priorities list, state equivalent or local equivalent list.

26. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that is unexpected and unintended from the standpoint of a reasonable person.

27. **Policy Period** means the period of time stated in the Declarations, or any shorter period arising as a result of cancellation.

28. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, asbestos, silica, silt, sediment, hazardous substances, hazardous materials, electromagnetic fields, low level radioactive material, medical, infectious and pathologic waste and waste materials. Waste includes materials to be recycled, reconditioned or reclaimed. For purposes of Coverage B.4 only, **pollutants**

mean **microbial substances.**

29. **Pollution Condition(s)** mean:
    a. the discharge, dispersal, release, seepage, migration, growth or escape of **pollutants** into or upon land, any structure on land, the atmosphere or any watercourse or body of water, including groundwater; or
    b. The presence of **pollutants** that have been first abandoned or first deposited illegally during the **policy period** at your **insured location** or at a **project site** by a third party, provided such illegal deposition or abandonment are without the consent or knowledge of any **insured** and only to the extent that the **Insured** has a legal obligation to perform **cleanup costs** of those abandoned or deposited **pollutants**.

30. **Professional Services** mean those professional services performed by you or on your behalf, that are related to your practice as an engineer, technical consultant, architect, industrial hygienist, construction manager, LEED accredited professional, geologist, geophysicist, land surveyor, environmental consultant, material tester, interior designer, landscape designer, program manager, project manager, owner's representative, or property manager, including but not limited to contract administration as part of design; any delegated design responsibility or design assist services; field changes to design; constructability reviews; value input or value engineering.

    Professional services shall also include liability imposed by law in connection with the creation, maintenance, use, modification, alteration, transfer, protection, manipulation, or input into any building information modeling (BIM) design assist system or program.
    Professional services also include ordinary technology services provided for others in the course of performing the **professional services** described above. Such technology services include website design, website development, website programming, database design, database management, design and development of computer software programs, analysis, training, use, hosting, support and maintenance of any software, database, internet service or website.

31. **Project Site** means the immediate area of a building, structure, or property within which **covered operations** are performed.

32. **Property Damage** means:
    a. Physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it;
    c. **Cleanup Costs**;
    d. **Natural Resource Damage**; or
    e. Diminution in value of third party property.
    For the purposes of this insurance, electronic data is not tangible property.

    As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

33. **Rectification expense** means direct costs and expenses that we deem reasonable and necessary to pay, at our sole discretion, prior to receipt of a **claim** under Coverage A to:
    a. Rectify a negligent act, error or omission arising from **professional services**; and
    b. Prevent **bodily injury**, **property damage** or other **damages** that would result in a **claim** under Coverage A if rectification measures are not performed; and
    c. Reduce the potential for a **claim** for **damages** by a party for whom the **Named Insured** performed **professional services.**

    Rectification expense does not include costs for improvements or betterments or costs that are consequential damages such as cost overruns, project delay costs, additional debt service expenses, or any loss of use damages associated with the negligent act, error or omission. **Rectification expense** also does not include the salaries of your executive officers, managers, supervisors or any of your mark-up and profit you would otherwise charge in performing such rectification work.

34. **Responsible Insured** means your current and former directors, officers, principals, partners, managers, insurance and risk managers, all facility managers, and those persons responsible for the environmental, health, safety or legal affairs of the **Named Insured.**

35. **Restoration Costs** mean the reasonable and necessary costs incurred by the **insured** to restore or repair real or personal property of third parties to substantially the same condition it was in prior to being damaged during work performed in the course of conducting **cleanup costs** resulting from a covered **loss** under this policy. These costs shall not exceed the actual cash value of the real or personal property**,** prior to the **pollution conditions** that

resulted in a covered **loss**. **Restoration Costs** includes the cost of **Green Building Materials**, if legally required to bring existing real property into compliance with applicable and enforceable codes, laws or regulations, but only to the extent specifically required.

Restoration costs do not include costs for improvements or betterments and shall not include any additional costs to bring the existing real or personal property into compliance with any code, law or regulation that was not applicable and or enforced against the real or personal property before it was damaged, except for the cost of **Green Building Materials** as accepted in the paragraph above.

36. **Suit** means a civil proceeding in which **bodily injury** and or **property damage** resulting from **pollution conditions** caused by **covered operations** are alleged, or **damages** caused by **professional services** are alleged, to which this insurance applies. **Suit** includes:
    - **a.** An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
    - **b.** Any other alternative dispute resolutions proceeding in which such damages are claimed and to which the **insured** submits with our consent.
37. **Transportation** means the movement of **your products**, materials or waste by **auto**, aircraft, watercraft or rolling stock including the **loading** and **unloading** of **your products**, materials or wastes.
38. **Underground storage tank** means any tank with associated piping and equipment connected thereto which has more than ten (10) percent of its volume below ground. **Underground storage tank** does not include septic tanks, sump pumps, oil/water separators, or storm-water collection systems.
39. **Unmanned Aircraft** means an aircraft that is not:
    a. Designed; or
    b. Manufactured; or
    c. Modified after manufacture;
    to be controlled directly by a person from within or on the aircraft.
40. **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 or use 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As Required by Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to **SECTION II – WHO IS AN INSURED**, Paragraph **3.** is replaced by the following:

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

a. The minimum amount of insurance required by the contract or agreement, less any amounts payable by any "underlying insurance; or

b. The amount of insurance available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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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

State	Description
WI	Any person or organization with whom the insured agrees to waive subrogation in a written contract.

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	01/01/2025	Policy No. BIN561509025	Endorsement No. 0
Insured	Jolma Utilities LLC		Premium
Insurance Company	Carolina Casualty Insurance Company		

Countersigned by _____

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3. Presentation by Black Hills Energy and Consideration of Approval on Plan to Relocate Town Border Station 1 (TBS1) through Wilderness Park - City Engineer Oneby

From:	Nelson, Craig
To:	Michael Oneby
Cc:	Sara Van Cura; Tim Dworak; Greg Butcher; Hohnholt, Jeffrey; Peters, Jennifer; Schmitz, Douglas; Andazola, Jessie
Subject:	RE: Black Hills energy New route for Seward TBS 1-City Council Agenda
Date:	Wednesday, April 1, 2026 1:42:43 PM
Attachments:	image001.png

Good afternoon,

Attached are the maps for the route we would like to take for the Seward TBS 1 project. Couple highlighted notes for this project are below. Tentative schedule would be May-July. I will communicate project start out ahead of time. Right now, it depends on approvals and material availability. Jeff Hohnholt will be at Tuesday meeting on Black Hills behalf. Let me know if I can answer any questions ahead of meeting.

-Operating Pressure-120 psi
-Max allowable operating pressure-125 psi.
-Line will odorized natural gas from new TBS 1 site.
-Material will be 6” PE 3408 plastic pipe
-Most of the new line will be directionally bored
-Line will have tracer wire to properly locate gas main.
-Any residential sewer services we cross will be camera
-Line will be leak surveyed every three years.

Thanks,

Craig Nelson | Black Hills Energy
Utility Construction Planner Senior
Mobile: 402-461-9440
www.blackhillsenergy.com

From: Nelson, Craig
Sent: Friday, March 27, 2026 7:56 AM
To: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Cc: Sara Van Cura <Sara.VanCura@cityofsewardne.gov>; Tim Dworak <tim.dworak@cityofsewardne.gov>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>; Hohnholt, Jeffrey <Jeffrey.Hohnholt@blackhillscorp.com>; Peters, Jennifer <Jennifer.Peters@blackhillscorp.com>; Schmitz, Douglas <Douglas.Schmitz@blackhillscorp.com>; Andazola, Jessie <Jessie.Andazola@blackhillscorp.com>
Subject: RE: Black Hills energy New route for Seward TBS 1-City Council Agenda

Good morning,

Thank you for the quick review of the maps. Black Hills would like to get on the agenda for the April 7 city council meeting. Mike and I drove and discussed project yesterday. I will follow up with new maps for city council meeting. Jeff Hohnholt will be in attendance for me during the meeting. Sorry I can't attend. I coach a youth baseball team, and we have games that night. I am confident between Jeff and Mike they will be able to handle any questions or concerns.

Thanks,

Craig Nelson | Black Hills Energy
Utility Construction Planner Senior
Mobile: 402-461-9440
www.blackhillsenergy.com

From: Michael Oneby <Michael.Oneby@cityofsewardne.gov>
Sent: Thursday, March 26, 2026 6:47 AM
To: Nelson, Craig <Craig.Nelson@blackhillscorp.com>
Cc: Sara Van Cura <Sara.VanCura@cityofsewardne.gov>; Tim Dworak <tim.dworak@cityofsewardne.gov>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>
Subject: RE: Black Hills energy New route for Seward TBS 1

**** EXTERNAL EMAIL. Is this an expected email? STOP and THINK before clicking links or opening attachments. ****

Hi Craig,

The City is good with this alignment. We'll need easement documents, and seek Council approval to sign the easements.

Let us know next steps.

Best regards,

Mike

SEWARD NEBRASKA

Michael Oneby, P.E.
City Engineer
City of Seward, Nebraska

p: 402-643-2928/ Ext 203
a: 142 N. 7th Street, Seward NE 68434

w: www.cityofsewardne.gov

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From: Nelson, Craig <Craig.Nelson@blackhillscorp.com>
Sent: Wednesday, March 25, 2026 2:34 PM
To: Sara Van Cura <Sara.VanCura@cityofsewardne.gov>; Tim Dworak <tim.dworak@cityofsewardne.gov>; Michael Oneby <Michael.Oneby@cityofsewardne.gov>; Greg Butcher <Greg.Butcher@cityofsewardne.gov>
Subject: Black Hills energy New route for Seward TBS 1
Importance: High

Good afternoon,

I put these maps together quick to show you all the route we plan to take with the 6" PE to current TBS site across from the daycare. Also is attached is easement that we are getting from Tim Hughs along with new location of TBS site. Please review and let me know if you have any questions. We would like to get this approved soon by city. Once I have city approval, I will order survey along Bluff Road. Also, I will be in Seward tomorrow morning if you want to have quick meeting.

Thanks,

Craig Nelson | Black Hills Energy
Utility Construction Planner Senior
Mobile: 402-461-9440
www.blackhillsenergy.com

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seward, nebraska
Show search results for seward...
Blue line will be 6" PE 3408 Plastic pipe. The main will operate at 120 psi and have a 125 MAOP. We will be in utility easement and private easement along Bluff road. We will cross creek in city property. On E Bek Ave we will be on the south side of ROW.
Bader Ave
Karol Kay Blvd
Bek Ave
Sunrise Dr
Eastridge Dr
Plum Creek
T11N
E Hillcrest Dr
Bluff Rd
Walz Human Performance Complex
300ft

Line in Blue is 6" PE 3408 Gas Main. We would be on the North side of E Bek Ave in the city utility easement close to sidewalk if we can. When we get to N Columbia we would like to be in city easement on the east side of the road. They we would go into the current TBS site across from daycare.

CITY ADMINISTRATOR'S REPORT
FUTURE REQUESTS FOR COUNCIL AGENDA ITEMS OR ADMINISTRATIVE ACTION
ANNOUNCEMENT OF UPCOMING EVENTS
MOTION TO ADJOURN

I, Derek Bargmann, the duly appointed qualified and acting City Clerk of the City of Seward, Nebraska, hereby certify that the foregoing Notice of Meeting and Agenda for such meeting has been posted in the following places: Seward City Hall, Seward Memorial Library, and CityofSewardNE.gov

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City.

_____ _____

Derek Bargmann, City Clerk Date