

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	905900/Construction
Contract or Grant Administrator:	Josh Cihak, P.E., Engineering Manager
Contractor's / Agency Name:	Certerra Northwest LLC

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes  No   
 Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ ALN: \_\_\_\_\_

Complete ALN field if contract involves direct federal grants/ cooperative agreements or pass-through federal funds.

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Yes  No  If yes, RFP and Bid number(s): RFQ 26-09 Contract \_\_\_\_\_ Cost Center: Varies \_\_\_\_\_

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.  Goods and services provided due to an emergency
- Contract work is for less than \$100,000.  Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days.  Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments).  Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 200,000.00  
 This Amendment Amount:  
 \$ N/A  
 Total Amended Amount:  
 \$ 200,000.00

Council approval required for; all property leases, all Interlocal agreements, **contracts or bid awards exceeding \$75,000**, and **grants exceeding \$40,000** and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

**This contract will provide construction materials testing and materials inspection associated with the Public Works Departments 2026 Annual Construction Program**

Term of Contract: Not to Exceed      Expiration Date: December 31st, 2026

Contract Routing:	1. Prepared by: <u>Mark Saleeb</u>	Date: <u>04/17/2026</u>
	2. Attorney signoff: <u>Tom Seguire</u>	Date: <u>4/22/26</u>
	3. AS Finance reviewed: <u>M. Caldwell</u>	Date: <u>4/27/26</u>
	4. IT reviewed (if IT related): <u>N/A</u>	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**CONTRACT FOR SERVICES**  
**Between Whatcom County and Certerra Northwest, LLC**

Certerra Northwest, LLC, hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 to 12,
- Exhibit A (Scope of Work), pp. 13 to 15,
- Exhibit B (Compensation), pp. 16 to 25,
- Exhibit C (Certificate of Insurance), pp. 25 to 41.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2026.

The general purpose or objective of this Agreement is to: provide construction materials testing and materials inspection services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$200,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Wherever used herein, the term Contractor shall mean a company rendering professional services. The term Contractor does not imply that Contractor is engaged in providing construction contracting work, nor is Contractor responsible in any way for the construction means, methods, procedures, techniques or sequences nor for any aspect of jobsite safety. These duties are and shall remain the sole responsibility of the construction general contractor.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.**

**CONTRACTOR:**

Certerra Northwest, LLC

\_\_\_\_\_  
Jeremy Wolf, Divisional Vice President                      Date

**CONTRACTOR INFORMATION:**

Certerra Northwest, LLC  
Jeremy Wolf

Address:  
741 Marine Drive  
Bellingham, WA 98226

**WHATCOM COUNTY:  
Recommended for Approval:**

\_\_\_\_\_  
Department Director                      Date

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney                      Date

**Approved:**  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive

## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

#### 11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from Contractor's negligence shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of Contractor's negligence.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

**Series 20-29: Provisions Related to Consideration and Payments**

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B." Notwithstanding anything to the contrary in this Agreement or Exhibit B, County shall pay contractor within 30 days of its invoice date.

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor to the extent the amounts result from Contractor's negligence, (3) to set off any amount so paid or incurred as a result of the Contractor's negligence from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County provided that the Contractor has been paid in full for all work performed. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or Contractors for delivery to the County under this Contract shall be the sole and absolute property of the County provided that the Contractor has been paid in full for all work performed. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or

in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

**1. Commercial General Liability**

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

**2. Professional Liability**

Professional Liability - \$1,000,000 per claim

- a. Obtain professional liability insurance covering the negligent acts, errors, or omissions of the professional in connection with the performance of services to the County. If any insurance policy or the professional liability insurance is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

### **3. Business Automobile Liability**

\$1,000,000.00 Minimum, per occurrence  
\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

### **4. Additional Insurance Requirements and Provisions**

- a. All insurance policies except for professional liability shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' general liability and auto insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage (except for Workers' Compensation and Professional Liability) and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom

County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
  - h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
  - i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
  - j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
  - k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
  - l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
  - m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
  - n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.
- 34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold the County and its departments, elected and appointed officials, employees, designated agents and volunteers, harmless from and against any and all claims third-party claims, damages, losses and expenses, including but not limited to court costs and reasonable attorney's fees, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused by any error, negligent act or omission of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) arise out of the Contractor's negligent performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the

property of the County in a negligent manner. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all reasonable attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision.

To the fullest extent permitted by law, County and Contractor waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, liquidated, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Contract.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by

applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Josh Cihak, P.E, Engineering Manager – Design/Construction  
Whatcom County Public Works  
322 North Commercial Street  
Bellingham, WA 98226

Phone: (360) 778-6277  
Email: jcihak@co.whatcom.wa.us

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Certerra Northwest, LLC  
741 Marine Drive  
Bellingham, WA 98225  
Attn: Jeremy Wolf  
Phone: (360) 733-7318  
Email: jwolf@certerra.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

Contract for Services

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: [www.uscis.gov](http://www.uscis.gov)

**Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement and signed by both parties shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

#### 42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

*Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.*

#### 43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

#### 44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**EXHIBIT "A"**  
(SCOPE OF WORK)

The contract will cover material sample collection, on-site material inspection, the testing of concrete, hot mix asphalt (HMA), aggregates and other construction materials for various Whatcom County public works projects. **The Contractor must have a lab meeting AASHTO Materials Reference Laboratory's (AMRL) accreditation of "AASHTO R 18" through the life of the Contract.**

**Materials Testing & Inspection:**

1. All test procedures shall be in accordance with current applicable ASTM, IBC, WSDOT, AASHTO or other procedures as required in projects adhering to the current Washington State Department of Transportation's (WSDOT's) Standard Specifications for Road, Bridge and Municipal Construction, as well as the WSDOT Construction Manual and Whatcom County Road Standards. County will supply or indicate target material specifications to Contractor for each test, and Contractor shall show the target specification on the test result.
2. Initial test results for aggregate gradations, sand equivalents (SE), and fracture shall be available within 48 hours from receipt of materials, unless the County is notified and agrees to a different schedule. Notification shall be via email.
3. HMA oil content initial results shall be available within 8 business operation hours from receipt of material at testing lab.
4. HMA Rice Density initial results shall be available as soon as possible, and not more than 3 hours from receipt of materials (provided that Contractor receives a hot sample). This schedule will be adjusted if sample is delivered within 3 hours of close of normal business hours.
5. For 7-day compressive strength concrete cylinder breaks, early notification to County via telephone is requested if potential problem is predicted.
6. Coring of existing or newly constructed roadway surfaces including equipment and traffic control if required. Cores shall be either delivered to Whatcom County Public Works or undergo laboratory testing per the direction of the Project Manager.

**Material Inspection:**

On a specific project, Contractor may be requested to provide material inspection of field installed materials at the project site. Contractor will provide personnel with appropriate qualifications and expertise in the material(s) being inspected and shall be compensated per the contract's fee schedule for the specific tests and classification of personnel involved.

**Administration:**

1. Prior to mutual acceptance of a formal task assignment, the Contractor will prepare a written itemized cost estimate for the requested services based on the scope of work provided by the County.
2. Contractor shall utilize a project management system that will:
  - a. Supply the County with all test results in electronic format where a PDF document of the test result is attached to an email or continuously accessible online portal sent to project team members, a list of which shall be furnished by the County. Contractor shall maintain this data, segregated by Project and identifying project number for the life of the contract.
  - b. Segregate test results by project, display all tests conducted per project and indicate clearly which tests meet or fail project specifications. Each test result or report should have an identifying number.
3. The Contractor will provide the County with a monthly Statement on the contract dollar amount expended to date, segregated by project and cumulative total, during periods of contract activity. The update shall summarize each invoice number, date and amount. This information should be emailed to the County's administration officer(s) listed in the contract. Contractor shall reference the Whatcom County Contract No. (WCC#) on all correspondence related to this contract.
4. Contractor shall work on an "as Requested" basis only, as determined by the County.
5. All initial test results and final test reports shall have the project's name and number, or the identifying County Project Number (CRP No.) on them. The Contractor will ensure this information is obtained when samples are delivered or picked-up at the project site.

6. Tasks and tests completed must be listed on invoices using the exact description as they appear on the Contractor's Fee Schedule for the various tasks or tests involved. All mileage distances claimed for reimbursement shall include some back up; mileage reimbursement rate shall match the current federal reimbursement rate (\$/mile).
7. Invoices shall be segregated by a project number and include a contact name and all tests being billed for on the invoice should indicate the identifying test report number. All tests being billed for on the invoice should indicate the identifying test report number. Invoices shall be emailed to the applicable Project manager and CC the County's administration officer.

**EXHIBIT "B"**  
(COMPENSATION)

## Fee Schedule

### Personnel Charges - Professional Staff

Product Name	Units	Rate (\$)
Project Engineer - Laboratory	HR	\$175.00
Administrative	HR	\$85.00
Principal Engineer	HR	\$230.00
Principal Engineer - Expert Witness	HR	\$255.00
Technical Director	HR	\$200.00
Associate	HR	\$205.00
Project Engineer	HR	\$175.00
Project Engineer II	HR	\$185.00
Engineering Staff	HR	\$140.00
Project Manager	HR	\$170.00
Principal Geologist	HR	\$230.00
Principal Geologist - Expert Witness	HR	\$255.00
Project Geologist	HR	\$175.00
Project Geologist II	HR	\$185.00
Geologist Staff	HR	\$140.00
Environmental Professional	HR	\$175.00
Building Envelope Consultant	HR	\$175.00

### Personnel Charges - Field Staff

Product Name	Units	Rate (\$)
Soils Engineering Technician	HR	\$125.00
Engineering Technician	HR	\$120.00
Senior Engineering Technician	HR	\$150.00
Environmental Technician	HR	\$140.00
Commissioning Agent	HR	\$165.00
Commissioning Field Technician	HR	\$110.00
In-Place Density Tech - Asphalt	HR	\$115.00
Laboratory Technician - Field Lab	HR	\$110.00
Special Inspector Reinforced Concrete	HR	\$100.00
Special Inspector Prestressed Concrete	HR	\$100.00
Sample / Delivery Driver	HR	\$105.00
Special Inspector Fire Proofing	HR	\$105.00



Special Inspector Post Installed Anchors	HR	\$100.00
Special Inspector Masonry	HR	\$100.00
Special Inspector Shotcrete	HR	\$100.00
Special Inspector PT Concrete	HR	\$105.00
Special Inspector Fire Stopping	HR	\$105.00
Special Inspector Structural Steel	HR	\$110.00
Special Inspector High Strength Bolting	HR	\$110.00
Special Inspector Wood Construction	HR	\$110.00
NDT ASNT Level II Field	HR	\$130.00
NDT ASNT Level III Field	HR	\$185.00
NACE Coating Inspector Level 2	HR	\$125.00
Pull   Torque Testing Technician	HR	\$115.00
Project Inspector (IOR)	HR	\$120.00
Lead Coring Technician	HR	\$145.00
Assistant Coring Technician	HR	\$145.00
Ground Penetrating Radar Technician	HR	\$190.00
Quality Control Manager	HR	\$145.00
Seismic Attachment Inspection	HR	\$110.00
HAZWOPER / Confined Space Entry Tech	HR	\$140.00
Certified Mix Design Tech (CMDT)	HR	\$160.00
Fire Escape Inspection Engineer	HR	\$125.00
Building Envelope Air Leakage Tech	HR	\$110.00
Building Envelope Fenestration Tech	HR	\$110.00
Building Envelope Field Technician	HR	\$110.00
Building Envelope Inspector	HR	\$135.00
CESCL Inspector	HR	\$110.00
Cold-Formed Steel Framing Inspector	HR	\$105.00
Laboratory Technician Sample Prep	HR	\$110.00

**Laboratory Tests - Steel**

Product Name	Units	Rate (\$)
ASTM E605 Spray Applied Fireproofing Den	EA	\$95.00



### Laboratory Tests - Soil

Product Name	Units	Rate (\$)
ASTM D7263 Dry Density Method B	EA	\$45.00
ASTM D7263 Dry Density Method A	EA	\$90.00
Geo Sieve	EA	\$65.00
ASTM D4318 Plasticity Index of Soils	EA	\$280.00
ASTM D1883 California Bearing Ratio	EA	\$1,100.00
ASTM D2435 Consolidation Add Load/Rate	EA	\$80.00
ASTM D2435 Consolidation with Time Rate	EA	\$725.00
ASTM D3080 Direct Shear, Consol&Drained	EA	\$845.00
ASTM D4829 Expansion Index of Soils	EA	\$525.00
ASTM D2166 Unconfined Comp Strength	EA	\$185.00
ASTM D5333 Hydro Collapse Potential	EA	\$515.00
ASTM D2937 In-Place Density, Drive Cyl	EA	\$47.00
ASTM D2216 Soil Moisture Content by Mass	EA	\$35.00
ASTM D698 Maximum Density Std Effort	EA	\$325.00
ASTM D1557 Max Density Optimum Moisture	EA	\$325.00
ASTM D2974 Moisture, Ash, Organic Matter	EA	\$175.00
ASTM D4972 pH of Soils	EA	\$145.00
ASTM D2844 R-Value & Expansive Pressures	EA	\$350.00
ASTM D2419 Sand Equivalent	EA	\$200.00
ASTM D2434 Const Head Permeability Test	EA	\$615.00
ASTM D1140 Materials Finer than #200	EA	\$160.00
ASTM D422 Hydrometer Anaylsis	EA	\$505.00
ASTM D854 Specific Gravity of Soils	EA	\$190.00
ASTM D4546 Swell Potential	EA	\$725.00
ASTM D558 Soil-Cement Maximum Density	EA	\$395.00
ASTM D1633 Compression Test Soil Cement	EA	\$95.00
AASHTO T290 Water-Soluble Sulfate Soil	EA	\$95.00
AASHTOT291 Water-SolubleChloride in Soil	EA	\$95.00
AASHTO T100 Specific Gravity of Soils	EA	\$190.00
AASHTO T180 Maximum Density (Modified)	EA	\$325.00
AASHTO T89 Atterberg - LL	EA	\$280.00
AASHTO T90 Atterberg - PL/PI	EA	\$280.00



ASTM D3080 Residual Direct Shear	EA	\$405.00
ASTM D5084 Flexible Wall Permeability	EA	\$725.00
ASTM D4546 Swell Potential Method C	EA	\$697.50
ASTM D7928 Grading using Hydrometer	EA	\$505.00
ASTM G187 Soil Resistivity Two-Electrode	EA	\$325.00
AASHTO T193 California Bearing Ratio	EA	\$1,100.00
AASHTO T208 Unconfined Comp Strength	EA	\$185.00
AASHTO T216 Additional Load/Rate	EA	\$80.00
AASHTO T216 Consol w/ Time Rate	EA	\$725.00
AASHTO T236, Direct Shear	EA	\$845.00
AASHTO T265 Moisture Content of Soils	EA	\$35.00
AASHTO T288 Minimum Soil Resistivity	EA	\$325.00
AASHTO T289 pH of Soils	EA	\$145.00
AASHTO T99 Max Density, Standard Effort	EA	\$325.00
AASHTO T258 Expansion of Soils	EA	\$525.00

#### Laboratory Tests - Masonry

Product Name	Units	Rate (\$)
ASTM C140 Block Compressive Strength	SET	\$125.00
ASTM C140 Block Moisture & Absorption	SET	\$175.00
ASTM C90 Masonry Block Conformance	SET	\$175.00
ASTM C780 Mortar Cylinder Compression	EA	\$60.00
ASTM C1019 Grout Prism Compression	EA	\$60.00
ASTM C1314 Masonry Core Comp Str 8" Max	EA	\$175.00
ASTM C109 Compressive Strength 2" Cube	EA	\$60.00

#### Laboratory Tests - Concrete

Product Name	Units	Rate (\$)
ASTM C642 Density Concrete	EA	\$260.00
ASTM C39 Cast Concrete Cyl 4x8	EA	\$45.00
ASTM C42 Compressive Strength, Core	EA	\$100.00
ASTM C39 Cyl Tested out of Sequence	EA	\$65.00
ASTM C495 Lightweight Concrete Strength	EA	\$50.00
ASTM C78 Flexural Strength, Beam	EA	\$150.00
ASTM D4832 Compressive Strength CLSM	EA	\$45.00



ASTM C1140 Shotcrete Panel Test	SET	\$80.00
ASTM C496 Splitting Tensile Test	EA	\$175.00
ASTM C495 Density - Lightweight Concrete	EA	\$80.00
ASTM D2850 Triaxial Compression Tst - UU	EA	\$325.00
ASTM D4767 Triaxial Compression Tst - CU	EA	\$3,250.00
ASTM D4543 Unconf Compr Strgth Rck	EA	\$240.00
ASTM D7012 Unconf Compr Strgth Rck MdC	EA	\$325.00
ASTM C1260 Alkali-Silica Reactivity	EA	\$1,100.00
ASTM C1567 Alkali-Silica Reactivity	EA	\$1,100.00
ASTM C579 Compressive Strength	EA	\$60.00
AASHTO T106 Compressive Strength 2" Cube	EA	\$60.00
AASHTO T97 Flexural Strength, Beam	EA	\$150.00
AASHTO T22 Cast Concrete Cyl 4x8	EA	\$45.00

#### Laboratory Tests - Asphalt

Product Name	Units	Rate (\$)
ASTM D2726 Core Density (SSD)	EA	\$125.00
ASTM D1188 Core Density Parafilm Coated	EA	\$285.00
ASTM D2041 Maximum Theoretical Density	EA	\$195.00
ASTM D6307 Ignition Oven Calibration	EA	\$525.00
ASTM D6307 Asphalt Content by Ignition	EA	\$345.00
AASHTO T275 Core Denisty Paraffin Coated	EA	\$285.00
AASHTO T308 Asphalt Content by Ignition	EA	\$345.00
AASHTO T209 Theoretical Maximum Density	EA	\$195.00
AASHTO T312/T166 LTMD Gyratory Compactor	EA	\$600.00
AASHTO T30 Gradation Extracted Agg	EA	\$225.00
ASTM D6925 Relative Density by Gyratory	EA	\$600.00
ODOT TM 323 Ignition Oven Calibration	UN	\$525.00
ODOT TM 323 Asphalt Content by Ignition	UN	\$345.00

#### Laboratory Tests - Aggregates

Product Name	Units	Rate (\$)
ASTM C131 Abrasion, Los Angeles Rattler	EA	\$405.00
ASTM C40 Organic Impurities in Fine Agg	EA	\$155.00
ASTM C127 Specific Gravity, Coarse Agg	EA	\$215.00



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ASTM C128 Specific Gravity, Fine Agg	EA	\$215.00
ASTM C1252 Angularity & Voids, Fine Agg	EA	\$275.00
ASTM C566 Moisture Content by Drying	EA	\$65.00
ASTM C117 Materials Finer than No. 200	EA	\$160.00
ASTM D2419 Sand Equivalent	EA	\$200.00
ASTM D4791 Flat & Elongated Particles	EA	\$190.00
ASTM D5821 Percent Fractured Particles	EA	\$190.00
ASTM C123 Percent Lightweight Particles	EA	\$250.00
ASTM C88 Soundness by Sodium Sulfate	EA	\$545.00
ASTM C136 Sieve Analysis, Combined Agg	EA	\$225.00
ASTM C136 Sieve Analysis, Fine Agg	EA	\$200.00
ASTM C136 Sieve Analysis, Coarse Agg	EA	\$200.00
ASTM C142 Clay Lumps & Friable Particles	EA	\$190.00
ASTM C29 Unit Weight of Aggregate	EA	\$190.00
ASTM C535, Abrasion Large Aggregate	EA	\$405.00
AASHTO T304 Angularity & Voids in Fines	EA	\$275.00
AASHTO T84 Specific Gravity, Fine Agg	EA	\$215.00
AASHTO T85 Specific Gravity, Coarse Agg	EA	\$215.00
AASHTO T96 Abrasion, Los Angeles Rattler	EA	\$405.00
AASHTO T27 Sieve Analysis, Combined Agg	EA	\$225.00
AASHTO T27 Sieve Analysis, Fine Agg	EA	\$200.00
AASHTO T27 Sieve Analysis, Coarse Agg	EA	\$200.00
AASHTO T176 Sand Equivalent	EA	\$200.00
AASHTO T335 Percent Fractured Particles	EA	\$190.00
US ACOE CRD-C148 Expans Breakdown, Stone	EA	\$460.00
AASHTO T113 Lightweight Particles Aggs	EA	\$525.00
ODOT TM208 Air Agg Degradation	EA	\$385.00
ODOT TM225 Wood Particles in Aggs	EA	\$145.00
ASTM D3967 Split Tens Strng Rock	EA	\$225.00
ASTM D4543 Unit Weight, Rock	EA	\$240.00
ASTM D5731 Pt Ld Strng Index Rock	EA	\$225.00
AASHTO T104 Soundness by Sodium Sulfate	EA	\$545.00
AASHTO T11 Materials Finer than #200	EA	\$160.00
AASHTO T112 Clay & Friable Particles	EA	\$190.00

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AASHTO T19 Density and Voids in Aggs	EA	\$190.00
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**Equipment Charges**

<b>Product Name</b>	<b>Units</b>	<b>Rate (\$)</b>
Proof Load Testing Equipment	DAY	\$140.00
VOC Meter	DAY	\$310.00
Ultrasonic Flaw Detector Usage (Equipment Usage)	DAY	\$110.00
Cargo/Flatbed Trailer per day	Day	\$150.00
Supplied Air Respirator System	Day	\$240.00
Oxygen Monitor	Day	\$35.00
Photo Ionization Detector	Day	\$145.00
Combustible Gas Meter	Day	\$70.00
Dynamic Cone Petetrometer	HR	\$75.00
Per Diem	DAY	Quote
Refraction Seismograph	HR	\$600.00
Hand Auger	HOUR	Quote
Geoprobe	FT	\$25.00
Zip Level	Day	\$170.00
Speedy Moisture Tester	EA	\$50.00
Penetrant Test Unit and Consumables	EA	\$125.00
Torque Wrench (600 ft/lb capacity)	EA	\$60.00
Inclinometer	Day	\$440.00
Manometer	Day	\$55.00
Trip Charge	EA	Quote
Moisture Emission Test Kit	EA	\$75.00
Williamson Drive Probe	EA	\$12.00
Rebar Locator / Pachometer	DAY	\$115.00
Nuclear Density Test Gauge	Unit	\$85.00
Hand Held Turbidity Meter	DAY	\$55.00
Ultrasonic Test Unit and Consumables	DAY	\$45.00
Magnetic Particle Test Unit	DAY	\$45.00
Skidmore	DAY	\$110.00
Schmidt Hammer	DAY	\$115.00
Rh Probes	EA	\$75.00
Anchor Pull Test Device	EA	\$150.00

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Skidmore	DAY	\$110.00
Schmidt Hammer	DAY	\$115.00
Rh Probes	EA	\$75.00
Anchor Pull Test Device	EA	\$150.00
Fiber Optic Scope	Day	\$50.00
Wood Moisture Meter	Day	\$35.00
Floor Flatness/Levelness Device	Day	\$325.00
Torque Wrench	DAY	\$45.00
GK-403 Readout Box	Day	\$30.00
Drive Sleeve Apparatus	Day	\$30.00
Vibrating Wire Datalogger	Mon	\$60.00
Electricity 4-Probe Wenner Array	EA	\$190.00
Drone Test Flight	EA	\$350.00

### General Charges

Personnel Charges for Professional Staff will be rounded upward to the nearest ¼ hour. Personnel Charges for Field Staff services will be charged on a portal-to-portal basis with time rounded upward to the nearest ¼ hour.

A daily four-hour minimum charge applies to Personnel Charges for Field Staff per staff member with the exception of field sampling. Field sampling will be billed portal to portal at the actual time spent rounded to the nearest ¼ hour. Same day cancelations will incur a two-hour minimum charge.

Rates are valid through December 31, 2026.

Outside services, equipment rental, and reimbursables will be billed at cost plus 15% unless billed directly to and paid for by Client.

Additional services not listed in our scope of work will be charged on a time and material basis in accordance with the schedule of fees above.

### Overtime Charges

Work performed more than 8 hours per day, weekends, and holidays will be billed at 1.50 times the unit rate.

Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.50 times the unit rate.

Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.00 times the unit rate.

A 20% surcharge will be applied for laboratory tests performed when expedited service is requested and for services requested to be performed on weekends or holidays. on a Saturday or Sunday.

### Per Diem Travel Charges

The daily per diem charge listed in the fee schedule will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay.

### Night Work

A \$5.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2026

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Blvd. Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> Jennifer Balek <b>PHONE (A/C. No. Ext):</b> 805-367-3337 <b>E-MAIL ADDRESS:</b> Jennifer_balek@ajg.com		<b>FAX (A/C. No):</b> 818-316-0990
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Certerra Northwest LLC 2411 SE 8th Ave Camas WA 98607	License#: 0D69293	<b>INSURER A:</b> Pennsylvania Manufacturers Assoc Ins Co	NAIC # 12262
	RMAGROU-01	<b>INSURER B:</b> Citizens Insurance Company of America	31534
		<b>INSURER C:</b> Travelers Property Casualty Company of America	25674
		<b>INSURER D:</b> Admiral Indemnity Company	44318
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1096599813

REVISION NUMBER:

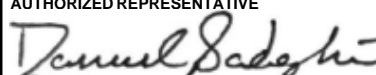
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	680-B4628715	10/2/2025	10/2/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1525011629534	8/15/2025	8/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EX-B8081954	10/2/2025	10/2/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WBFJ66813303	3/13/2026	3/13/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Pollution Liability Claims Made Form			EO00006528902	3/1/2026	3/1/2027	Per Claim \$3,000,000 Aggregate \$3,000,000 Pollution Included

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

Admiral Insurance Company policies are issued through AssuredPartners Design Professionals Insurance Services, LLC, License #6003745, A Gallagher Company. AM Bests Rating: A/XII or greater. Professional Liability is Errors and Omissions Liability (E&O). Blanket Waiver of Subrogation attached applies as required per written contract. Additional Insured Status is not available on Professional Liability Policy. On the Professional Liability policy: CANCELLATION: 30 day notice will be sent to the certificate holder. The Professional Liability policy is a claims made form.  
 RE: Project name: Whatcom County On-Call 2026-2027 | Job Number: TBD | Project location: Whatcom County, WA  
 Whatcom County and their officers, elected officials, employees, agents, and volunteers are included as an Additional Insured as respects General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to Additional Insureds, as respects General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

Whatcom County Public Works 322 N. Commercial Street, Ste 300, Bellingham WA 98225	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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

**ADDITIONAL INSURED COVERAGE REQUIRED BY INSURED CONTRACT,  
WRITTEN AGREEMENT OR PERMIT**

This endorsement modifies coverage provided under the following:

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

The following are added as "insureds" under **Covered Autos Liability Coverage, Who is an Insured:**

d. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance, or use of a covered auto if:

1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

- a) an expressed provision of an insured contract or written agreement; or
  - b) an expressed condition of a written permit issued to you by a governmental or public authority.
- 2) The bodily injury or property damage is caused by an accident which takes place after:
- a) you executed the insured contract or written agreement; or
  - b) the permit has been issued to you.

**ENDORSEMENT**

**Policy Number** 1525011629534

**PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY**

Named Insured **Certerra Southwest LLC**

Effective Date: **8/15/2025**

12:01 A.M., Standard Time

**ADD'L INSURED-PRIMARY & NONCONTRIBUTORY**

AP27

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND  
NONCONTRIBUTORY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
BUSINESS AUTO COVERAGE FORM

WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS, THE  
FOLLOWING CONDITION IS ADDED TO SECTION IV -  
BUSINESS AUTO CONDITIONS, ITEM B. 5. OTHER INSURANCE:

E. THIS INSURANCE APPLIES ON A PRIMARY AND NONCONTRIBUTORY BASIS IF:

(1) IT IS REQUIRED BY A WRITTEN CONTRACT; AND

(2) THE WRITTEN CONTRACT IS FULLY EXECUTED PRIOR TO THE "BODILY  
INJURY" OR "PROPERTY DAMAGE,"

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

## **BLANKET WAIVER OF RECOVERY RIGHTS**

This endorsement modifies coverage provided under the following:

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

If you are required by a written contract or written agreement, which is executed before an injury or a "loss", to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to those

contract(s) and shall not be construed to be a waiver with respect to any other operations where the insured has not waived its rights of recovery from others.



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

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

**Policy Number:** 72WEBN8RRE  
**Effective Date:** 03/01/26

**Endorsement Number:**

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** CERTERRA SOUTHWEST LLC  
12223 HIGHLAND AVE STE 106-579  
RANCHO CUCAMONGA CA 91739

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_ Authorized Representative

Policy Number: **E000006528902**

AI 08 76 02 20

Effective Date: **3/1/26**

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

**ADDITIONAL INSURED  
WITH PRIMARY NON-CONTRIBUTORY  
POLLUTION INCIDENT**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE FORM

In consideration premium charged, it is understood and agreed that the following is added as an **Additional Insured**:

**SCHEDULE**

Any client or customer for whom the **Named Insured** or their **Subsidiary** is required by written contract or agreement to provide insurance coverage under this Policy, (hereunder **Additional Insured**)

But only with respect to **Claims**:

- a. arising out of any **Pollution Incident** committed after the **Named Insured** or their **Subsidiary** and the **Additional Insured** entered into a written contract or agreement;
- b. for any **Pollution Incident** committed by, on behalf of, or at the direction of the **Named Insured** or their **Subsidiary**;
- c. made and continuously maintained against both an **Insured** and an **Additional Insured**.

This Policy does not apply to any **Claims** solely arising out of or caused solely by the negligent act, error or omission of any person or organization included as an **Additional Insured** under this endorsement or any third party. It is further agreed that naming the above person or organization as an **Additional insured** does not increase the Company's Limits of Liability as specified in the Declarations.

Solely for the purposes of this endorsement, it is agreed that this insurance shall be primary and non-contributory as respects the **Additional Insured** in the Schedule above but only if it is required by written contract that this insurance be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

All other terms and conditions of this policy remain unchanged and apply.

Policy Number: **E000006528902**

AI 08 76 02 20

Effective Date: **3/1/2026**

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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This endorsement modifies insurance provided under the following:

### **PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is understood and agreed that in the event of cancellation of this Policy prior to its expiration date, for any reason other than nonpayment of premium, the Company shall provide the broker of record a blank schedule to be completed by the **Insured** or their broker, with the names and email addresses of all certificate holders for the applicable **Policy Period** stated in the Declarations. Such schedule shall be completed and returned to the Company within five (5) business days of the broker's receipt. Upon the Company's receipt of the completed schedule, the Company shall provide a thirty (30) day notice of cancellation. Only those entities or persons listed in the submitted schedule will receive notification of cancellation. The broker and the **Insured** are solely responsible for maintaining a current and accurate schedule of certification holders. No notification shall be provided if the completed schedule is not received by the Company within five (5) business days of the broker's receipt. The Company will keep no other record of any certificate holders in the Company's file.

No notification shall be provided if the cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this, Policy.

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

All other terms and conditions of the Policy remain unchanged and apply.

3. prior to the inception date of this policy stated in the Declarations, no **Insured** knew or could have reasonably foreseen or expected that the **Professional Incident** might give rise to a regulatory or administrative action stated herein.

The maximum amount payable under this section, regardless of the number of **Disciplinary Proceedings** or the number of **Insureds**, shall be \$5,000 per **Policy Period**. The Company shall not be obligated to defend any **Disciplinary Proceeding**, or pay any fine, penalty or award resulting from any **Disciplinary Proceeding**.

**D. Subpoena Assistance and Subpoena Expenses**

If during the **Policy Period** an **Insured** is served with a subpoena arising from **Professional Services**, we will pay on behalf of the **Insured** reasonable and necessary fees, costs and expenses incurred by us, or an attorney designated by us (herein referred to as "Subpoena Expenses"), in order to provide the **Insured** assistance in responding to or providing documentation as requested by such subpoena, providing and preparing testimony required by such subpoena or for legal representation at any court hearing, proceeding or government inquiry as required by such subpoena (herein referred to as "Subpoena Assistance"). Such request for "Subpoena Assistance" must be received by us in writing from the **Insured** during the **Policy Period** and be accompanied by a full copy of the subpoena. "Subpoena Assistance" will only be provided, and "Subpoena Expenses" paid, if all of the following conditions are met:

1. The subpoena arises out of a lawsuit or proceeding to which no **Insured** is a party; and
2. No **Insured** has been engaged to provide advice or testimony in connection with the subject lawsuit or proceeding, nor has any **Insured** provided such advice or testimony in the past in connection with the subject lawsuit or proceeding.

The maximum amount payable for "Subpoena Expenses" is \$5,000. per **Policy Period** regardless of the number of subpoenas or **Insured's** served with such subpoenas.

**XI. CONDITIONS**

**A. INSURED'S DUTIES IN THE EVENT OF A CLAIM**

1. If a **Claim** to which this policy applies is made against an **Insured**, you must give us written notice as soon as practicable, but in no event, subject to Section VIII. EXTENDED REPORTING PERIOD, notice must be given no later than policy expiration or cancellation date. Notice must be given to:

Admiral Insurance Group, a Berkley Company,  
Attention: Claims Department,  
Mt. Laurel Corporate Park,  
1000 Howard Blvd.,  
P.O. Box 5430,  
Suite 300, Mt. Laurel,  
NJ 08054 or e-mail: [admclaims@admiralins.com](mailto:admclaims@admiralins.com).

2. All **Insureds** must fully cooperate with us in the conduct, defense and investigation of any **Claim** or **Suit**. Upon the Company's request, we may require the **Insured** to submit to an examination under oath; provide us with written statements as requested by us or your attendance at meetings with us; produce and make available records, documents and other materials which we deem relevant to the **Claim**; attend hearings, depositions and trials; assist in affecting settlements, securing and giving evidence and obtaining the attendance of witnesses.
3. The **Insured** must not make any payment, admit any liability, settle any **Claim**, assume any obligations, or accept or reject an arbitration award without our prior written consent.
4. The **Insured** must do whatever is necessary to secure and preserve any rights of indemnity, contribution or apportionment that the **Insured** may have.
5. The **Insured** shall accept our assignment of counsel and the **Insured** shall refrain from discussing any **Claim** or **Suit** with anyone other than counsel retained to represent the **Insured** or our representatives.

**B. Transfer of Rights of Recovery**

If there is a payment made by us, we shall be subrogated to all of the **Insured's** rights of recovery against any person or organization. The **Insured** will cooperate with us and do whatever is necessary to secure these rights. You must not waive or prejudice such rights. We agree to waive this right of subrogation against a client of the **Insured** to the extent that the **Insured** had, prior to the **Claim**, entered into a written, duly executed agreement to waive such rights.

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

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <ul style="list-style-type: none"> <li>A. Non-Owned Watercraft – 75 Feet Long Or Less</li> <li>B. Who Is An Insured – Unnamed Subsidiaries</li> <li>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li>F. Blanket Additional Insured – Controlling Interest</li> <li>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li>J. Incidental Medical Malpractice</li> <li>K. Medical Payments – Increased Limit</li> <li>L. Amendment Of Excess Insurance Condition – Professional Liability</li> <li>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li>N. Contractual Liability – Railroads</li> </ul> |
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### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

#### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(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 (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

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

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:  
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:  
**Sale Of Pharmaceuticals**  
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:  
"Incidental medical services" means:
  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:  
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.