AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN CITY OF BROKEN ARROW AND BADGER DAYLIGHTING CORP. FOR UTILITY LOCATION, POTHOLING AND RELATED SUPPORT SERVICES PROJECT NO. ST2029

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Badger Daylighting Corp. (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to provide utility relocation, potholing and related support services for the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. CONSULTANT and OWNER agree CONSULTANT'S work performed under this AGREEMENT are performed as an independent contractor. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record, and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this Agreement by the CONSULTANT shall be as an independent contractor.

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

- 8.1 <u>General.</u> Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.
- 8.2 <u>Indemnification.</u> CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.
- 8.3 <u>Consequential Damages.</u> OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.
- 8.4 <u>Survival.</u> Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the subconsultant's release to commence work.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

ARTICLE 15 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

ARTICLE 21 - ASSIGNMENT

Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

ARTICLE 23 - COMPLETION

CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

- 24.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- 24.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and
- 24.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- 24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.
- 24.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Consultant as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow

485 N. Poplar Street Broken Arrow, OK 74012

Contact: Mr. Zach Smith , P.E., C.F.M.

Transportation Division Manager

CONSULTANT: Badger Daylighting Corp.

4910 N CR 900 E Brownsburg, IN 46112

817.613.2200

Contact: Jimmie Alberty

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER	₹:	CONSU	DLTANT:
City of B	Broken Arrow, a Municipal Corporation	Badger	Daylighting Corp.
Ву:	Michael Spurgeon Michael L. Spurge	Ву:	Savannah Kramer Contracts Specialist
Date:	8/18/2023	Date:	August 2023
		(CORP	ORATE SEAL, IF APPLICABLE)
Attest:	Curtis Green [Seal]	Attest:	Alexis Smith – Contracts Specialist
	City Clerk		Alexis Smith – Contracts Specialist
Date:	8/18/2023	Date:	August 2023
	ed as to form: Lam Parker		
Assista	nt City Attorney		
	VERIFICATION	N	
State of_	Indiana_)		
County c)§ of <u>Hendricks</u>)		
Savanna or Other who exec	ne, a Notary Public, on this 10th day of th Kramer, known to be to be the (President, V : Contracts Specialist) of Badger Daylig cuted the within and foregoing instrument, and e as his/her free and voluntary act and deed for	hting Co acknow	ident, Corporate Officer, Member , orp. and to be the identical person ledged to me that he/she executed
My Com	mission Expires:		
2/12/2031			
Sara D. O Notary P	rem Notary Pu	nber NP074681	7

ATTACHMENT A

TO

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BADGER DAYLIGHTING CORP.
FOR

UTILITY LOCATION, POTHOLING AND RELATED SUPPORT SERVICES PROJECT NO. ST2029

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the $\frac{18th}{}$ day of August, 2023.

1.0 PROJECT SCOPE

1.1. CONSULTANT to Provide Professional Utility Location, Potholing and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on an hourly basis in accordance with the attached hourly rates (see Attachment C) as requested by the City.

2.0 SCOPE OF SERVICES

- 2.1 The CONSULTANT shall provide Professional Utility Location, Potholing and Related Support Services for the Energy Transfer gas line location including an alignment survey, and determination of depth of the gas line at specific locations identified within the limits of Project ST2028 Houston Street from Garnett Avenue to Olive Avenue, and Project ST2029 Houston Street from Olive Avenue to Aspen Avenue; for 18 identified locations. The survey data shall be referenced to the existing project survey for these referenced projects. Prepare utility mapping, and other surveying related services. The CONSULTANT shall backfill the potholes once the survey data has been gathered and consent has been obtained from the ENGINEER.
- 2.2 Work will be billed at the hourly rates attached herein (see Attachment C) and will include all costs associated with the performance of the work, including any support and supervision cost required from the Consultant.

ATTACHMENT B

TO

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BADGER DAYLIGHTING CORP.
FOR

UTILITY LOCATION, POTHOLING AND RELATED SUPPORT SERVICES PROJECT NO. ST2029

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ^{18th} day of August, 2023.

- **1.0 PROJECT UTILITY LOCATION:** The CONSULTANT shall perform location of utilities as shown on project plans.
- **2.0 POTHOLING OF UTILITIES:** The CONSULTANT shall perform potholing of utilities as identified from project plans and location of utilities, as described and on as needed basis.
- **3.0 RELATED SUPPORT SERVICES:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- **4.0 DESIGN CALCULATIONS:** The CONSULTANT shall perform support services within their professional competencies that do not fall into the above mentioned categories.

ATTACHMENT C

TO

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN

CITY OF BROKEN ARROW

AND

BADGER DAYLIGHTING CORP.

FOR

UTILITY LOCATION, POTHOLING AND RELATED SUPPORT SERVICES PROJECT NO. ST2029

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the ^{18th} day of August, 2023.

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 It is agreed that the CONSULTANT shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Fifteen Thousand and 00/100 (\$15,000.00) for the entire Scope of the Professional Services rendered. The Transportation Division Manager or designee will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the CONSULTANT and the City on the hours required for the work item. The CONSULTANT shall submit invoices requesting payment for services rendered to Engineering and Construction staff monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to Transportation Division Manager or designee. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice but no later than 60 days from invoicing date of approved invoices from Consultant.

2.0 SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of <u>July 1, 2023</u>.

Professional Services	
Hydrovac with Operator	\$240.00
Hydrovac with Operator Overtime	\$260.00
Disposition	\$150.00
Consumable Materials	\$ 25.00
Supply Water (as needed if not provided)	\$ 75.00
Backfilling	\$180.00
Fluctuating Fuel Recovery	\$691.82

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

ATTACHMENT D

TO

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN

CITY OF BROKEN ARROW

AND

BADGER DAYLIGHTING CORP.

FOR

UTILITY LOCATION, POTHOLING AND RELATED SUPPORT SERVICES PROJECT NO. ST2029

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the ^{18th} day of August, 2023.

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES **BETWEEN** CITY OF BROKEN ARROW AND BADGER DAYLIGHTING CORP. **FOR** UTILITY LOCATION, POTHOLING AND

RELATED SUPPORT SERVICES PROJECT NO. ST2028

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ^{18th} day of August, 2023.

1.0 PROFESIONAL SURVEYING AND SUPPORT SERVICES: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Thirty (30) calendar days.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY)

7/24/2023

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).

	LOCKTON COMPANIES 500 West Monroe, Suite 3 CHICAGO IL 60661		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	(312) 669-6900		INSURER(S) AFFORDING COVERAGE	NAIC #
			INSURER A: LM Insurance Corporation	33600
INSURED	Badger Daylighting Corp		INSURER B: Liberty Mutual Insurance Compa	ny 23043
1505571	4910 N CR 900 E		INSURER C: Starr Insurance & Reinsurance Li	mited
	Brownsburg, IN 46112		INSURER D: Liberty Mutual Fire Insurance Co	ompany 23035
			INSURER E: Ironshore Specialty Insurance Co	25445
	E		INSURER F:	
ACMED A	000	ACRTICIOATE MUMARCO 40044		

COVERAGES CERTIFICATE NUMBER: 19766812 REVISION NUMBER: XXXXXXX 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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	CLAIMS-MADE X OCCUR	Y	Y	TB5-641-445966-023	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
								MED EXP (Any one person) \$ 10,000
								PERSONAL & ADV INJURY \$ 2,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG \$ 4,000,000
		OTHER:						\$
D	AUT	OMOBILE LIABILITY	Y	Y	AS2-641-445966-013	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT \$ 2,000,000
	X	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXX
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident) \$ XXXXXXX
		HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXX
								\$ XXXXXX
В	X	UMBRELLA LIAB X OCCUR	Y	Y	1000212108-08	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 8,000,000
С		EXCESS LIAB CLAIMS-MADE			1000176088231	6/1/2023	6/1/2024	AGGREGATE \$ 8,000,000
		DED X RETENTION \$ 10,000						\$ XXXXXXX
A		RKERS COMPENSATION EMPLOYERS' LIABILITY		Y	WA5-64D-445966-033 (AOS)	6/1/2023	6/1/2024	X PER OTH- STATUTE ER
Α	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		WC5-641-445966-053 (WI)	6/1/2023	6/1/2024	E.L. EACH ACCIDENT \$ 1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Е	Poll	lution Legal Liability	Y	Y	ISPILLSCAK92003	6/1/2023	6/1/2026	\$10,000,000 Each Incident / \$20,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella and Excess policies are placed by BFL Canada Risk and Insurance Services Inc., policies provide worldwide coverage territory and jurisdiction unless otherwise excluded, SEE PAGE 2

CERTIFICATE HOLDER	CANCELLATION See Attachments
19766812 City of Broken Arrow 485 North Poplar Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Broken Arrow OK 74012	AUTHORIZED REPRESENTATIVE

OWNER and CONSULTANT are included as additional insured(s) on a Primary and Non-contributory basis if required by written contract with respect to General Liability, Auto Liability, and Pollution Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the additional insured if required by written contract with respect to General Liability, Auto Liability, Pollution Liability, and Workers Compensation per the terms and conditions of the policy where permitted by state law. Umbrella liability coverage follows form over the underlying General Liability if required by written contract per the terms and conditions of the policy. A 30-day notice of cancellation is included if required by written contract with respect to General Liability per the terms and conditions of the policy.

POLICY NUMBER: TB5-641-445966-023

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"As required by written contract or written agreement"	"As required by written contract or written agreement"
Information required to complete this Schedule, if not sh	Lown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

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

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

whichever is less.

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

POLICY NUMBER: TB5-641-445966-023

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

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

However:

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

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

occurring "property damage"

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

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

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

whichever is less.

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

CG 20 10 04 13 Page 1 of 2

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or written agreement	As required by written contract or written agreement

POLICY NUMBER: TB5-641-445966-023

COMMERCIAL GENERAL LIABILITY CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person(s) Or Organization(s):
All entities where required by contract with the Insured

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

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

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

Policy Number: TB5-641-445966-023

COMMERCIAL GENERAL LIABILITY CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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



Endorsement No. 34 WAIVER OF TRANSFER OF RIGHTS

Effective Date:	June 01, 2023
Policy Number:	1000212108-08
Issued to:	Badger Infrastructure Solutions Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	Lockton Companies _
INSURING AC may have agains	ding Item M. Transfer of Rights of Recovery Against Others to Us of GREEMENT VI. CONDITIONS, we waive any right of recovery that we transport and any indemnite of the "Insured" under the terms of an "insured contract" the make for injury or damage arising out of the "Insured's" operations or
This Endorse contract executed prior to	ement applies to the following additional insureds, as required by a loss.
Name:	
All entities wher Insurance has be	re required by contract with the Insured and to whom a certificate of en issued
Location:	
ALL OTHER TERMS AN	ND CONDITIONS REMAIN UNCHANGED.
Authorized Representative of Liberty Mutual Insurance C	

1 1



Endorsement No. 1 ADDITIONAL INSURED(S)

Effective Date:	June 01, 2023			
Policy Number:	1000212108-08			
Issued to:	Badger Infrastructure Solutions Ltd.			
Issued by:	Liberty Mutual Insurance Company			
Broker:	Lockton Companies _			
to the operations of the Name	olicy applies to the following additional Insured(s), but only with respect			
	surance and for no broader coverage than is provided by such policy or policies.			
issued.	by contract with the Insureand to whom a certificate of insurance has been			
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.				
Padage 8	halve			
Authorized Representative Liberty Mutual Insurance				



Endorsement No. 25 OTHER INSURANCE - ADDITIONAL INSURED

Effective Date:	June 01, 2023
Policy Number:	1000212108-08
Issued to:	Badger Infrastructure Solutions Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	Lockton Companies –

The following is added to SECTION V - DEFINITIONS:

"Other Insurance" does not include insurance issued to or on behalf of an additional insured on this policy if you have agreed in writing that your umbrella or excess liability Insurance will respond before any liability insurance policy issued to or on behalf of that additional insured, and we will not seek contribution from that insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Pendage Shake		
Authorized Representative of	Date	
Liberty Mutual Insurance Company		

Attachment Code: D605047 Master ID: 1505571, Certificate ID: 19766812

IRONSHORE. A Liberty Mutual Company IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street Boston, MA 02116 Toll Free: (877) IRON411

Endorsement #8

Policy Number: ISPILLSCAK92003
Insured Name: Badger Daylighting Corp.

Effective Date of Endorsement: June 01, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to the paragraph entitled SUBROGATION set forth in Section VII. CONDITIONS:

Notwithstanding anything to the contrary in this Paragraph, the Company hereby expressly waives any rights of subrogation against the following:

To the extent required by written contract, provided that such contract was entered into prior to the discovery of the Pollution Incident giving rise to Loss, Business Interruption Expenses or Extra Expenses, each of the following:

To all entities required by written contract	

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

Date



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street Boston, MA 02116 Toll Free: (877) IRON411

Endorsement # 13

Policy Number: ISPILLSCAK92003
Insured Name: Badger Daylighting Corp.

Effective Date of Endorsement: June 01, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

SITE POLLUTION INCIDENT LEGAL LIABILITY SELECT (SPILLS) - ALL

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

- 1. To the extent required by a written contract that was entered into prior to the discovery of the Pollution Incident giving rise to Loss, Business Interruption Expenses or Extra Expenses, the entity(s) scheduled below is (are) included as additional insured(s). Coverage for such additional insured(s) applies under this Endorsement:
 - 1. Solely to the additional insured's liability arising out of the Named Insured's ownership, operation, maintenance or use of the Covered Property(ies); Your Work; and
 - 2. Only if the additional insured is named in a suit as a co-defendant with the Named Insured, alleging the additional insured is liable on the basis described in paragraph 1. above.
- 2. The following is added to the definition of Insured set forth in Section IX. DEFINITIONS:

Insured shall also include additional insured(s).

Schedule of Additional Insured(s)

All entities required to be added by contract	

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

Date

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule. Not applicable in KY, NH and NJ.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AL, AZ, CO, GA, IL, IN, KS, MI, MN, OK and PA, the premium charge is 0.5% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CT, FL, IA, MD, NE, OR, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of LA, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the states of AR, ID, KS, ME, MS, MO, MT, NV, NM, SC, TN and WV, the premium charge is 0.5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of MA, the premium charge is 1% of the total manual premium.

In the states of NC and RI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-64D-445966-033

Effective Date 06/01/2023

Premium \$

Issued to

Badger Daylighting Corp.

Endorsement No.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Not applicable in KY, NH and NJ.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of NY, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of VA, the premium charge is 5% ofthe total manual premium, subject to a minimum premium of \$250 per policy.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-64D-445966-033

Effective Date 06/01/2023

Premium \$

Issued to Badger Daylighting Corp.

Endorsement No.

Policy Number: AS2-641-445966-013 **Issued by:** Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

As required by written contract.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

"All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status, where the written contract or agreement obligates you to utilize the October 2001 version of the ISO additional insured endorsement."
eted Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Policy Number: TB5-641-445966-023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status, where the written contract or agreement obligates you to utilize the October 2001 version of the ISO additional insured endorsement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

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

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

Policy Number: TB5-641-445966-023

POLICY NUMBER: AS2-641-445966-013

COMMERCIAL AUTO

CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY **AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):	
As required by written contract.	1
Premium: \$ Included	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: AS2-641-445966-013

COMMERCIAL AUTO CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

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

Any person or organization with whom you agreed, because of a written contract, written agreement or written permit, to provide insurance such as is afforded under this Coverage Form. This provision only applies if the written contract or written agreement has been executed or written permit issued prior to the "bodily injury" or "property damage."

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.