



CONTRACT APPROVAL ROUTING SLIP

Department: Public Works - Engineering Division

City Staff: Pernilla Brandt/Flora Flowers

Contractor/Consultant Information:

Contract with: DKS Associates

Name of Signer: Chris Maciejewski

Email: csm@dksassociates.com

Name of Signer: Renee Hurtado (Copy)

Email: srh@dksassociates.com

Name of Signer: _____

Email: _____

Contract Details

Contract Type: ☐ Original ☒ Amendment ☐ Renewal ☐ Change Order ☐ Grant
☐ Other _____

Total Contract Amount: \$1,636,447.00

Amendment/Change Amount: \$73,415.00

Budgeted: ☒ Yes ☐ No

Line Item Account Number: ST21102-CIP-MeasM

City Council Agenda Date: August 4, 2026

Staff Report No.: 26-0463

Contract Start Date: April 6, 2021

Contract End Date: June 30, 2027

Have services started? ☒ Yes ☐ No If yes, when did services begin: April 6, 2021

Bidding Process: ☐ RFI ☐ RFP ☐ Bids (Public) ☒ Renewal (Amendments Only)

Contract Description/Notes: Amendment No. 4 with DKS Associates for the Manhattan

Beach Advanced Traffic Signal System Project increases the Maximum Compensation to

\$1,636,447.00 (\$73,415.00 + \$1,563,032 = \$1,636,447.00) for additional Services.

Required Documents (must be included when applicable)

Is W9 on file (MUNIS)? ☒ Yes; Vendor No: 11545 ☐ No; W9 attached

Insurance Required?

☒ Yes

☐ No

Insurance Waiver/Modification?

☐ Yes

☒ No

Bonds Required?

☐ Yes

☒ No

Verification of Authority to Sign?

☒ Yes

☐ No

Verification of Corporate Entity?

☒ Yes

☐ No

Business License Required?

☐ Yes

☒ No

If yes, number: _____

Is this a Sole Source Agreement? If yes, must attach justification. ☐ Yes ☒ No

Notary for Management Services Signature Authority? ☐ Yes ☒ No

If yes, which signatures?

☐ City Manager

☐ City Attorney

☐ City Council

Department, Legal, Risk Management, and Purchasing Review (please initial):

_____ Department Manager

_____ Department Head

Initial
PBC/PM Project Manager
 7/28/2026

_____ City Clerk's Office

_____ Risk Manager

_____ Purchasing

If City Council approval is required, Clerk's Office must initial after City Attorney signature.

_____ City Clerk's Office

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND DKS ASSOCIATES

This Fourth Amendment ("Amendment No. 4") to that certain Professional Services Agreement by and between the City of Manhattan Beach, a California municipal corporation ("City"), and DKS Associates, a California corporation ("Consultant"), is hereby made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On April 6, 2021, the City and Consultant entered into an agreement for professional services for the Consultant to provide design services for the Manhattan Beach Advanced Traffic Signal System Project ("Original Agreement").

B. On May 2, 2023, the City and Consultant entered into Amendment No. 1 ("Amendment No. 1") to extend the term from June 30, 2023, to June 30, 2026.

C. On November 6, 2024, the City and Consultant entered into Amendment No. 2 ("Amendment No. 2") to increase the Maximum Compensation amount to \$1,563,032 and modify the Scope of Services and Approved Fee Schedule.

D. On May 4, 2026, the City and Consultant entered into Amendment No. 3 ("Amendment No. 3") to extend the term from June 30, 2026, to June 30, 2027.

E. The Agreement, as amended by Amendments No. 1, No. 2 and No. 3, is hereinafter referred to as the "Agreement".

F. The Parties now desire to amend the Agreement to increase the Maximum Compensation and modify the Scope of Services and Approved Fee Schedule for additional engineering support services during the construction phase.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$73,415 for a new Maximum Compensation of \$1,636,447.

Section 2. Exhibit A "Scope of Services" of the Agreement is hereby supplemented by the Scope of Services attached to this Amendment.

Section 3. Exhibit B "Approved Fee Schedule" of the Agreement is hereby supplemented by the Approved Fee Schedule attached to this Amendment.

Section 4. Except as specifically amended by this Amendment No. 4, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 4 on the day and year first shown above.

City:

Consultant:

City of Manhattan Beach, a California municipal corporation

DKS Associates, a California corporation

By: _____

Name: Talyn Mirzakhanian

Title: City Manager

Date:

Signed by:
By Chris Maciejewski
Name: Chris Maciejewski
Title: Executive Vice President
Date: 7/28/2026

ATTEST:

By: _____

Name: Liza Tamura

Title: City Clerk

Date:

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow

Title: City Attorney

Date:

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Libby Bretthauer

Title: Finance Director

Date:

APPROVED AS TO CONTENT:

By: _____

Name: Ramzi Awwad

Title: Public Works Director

Date:

AMENDMENT NO. 4 – EXHIBIT A SCOPE OF SERVICES

TASK 10- CONSTRUCTION PHASE

The Consultant shall provide additional engineering and construction support services during the construction phase of the Manhattan Beach Advanced Traffic Signal (MBATS) System Project. These services are in addition to those included in the original Agreement and are necessary to address permit requirements, agency coordination, and design modifications identified during construction. The additional budget request covers additional upcoming efforts for:

Task 10 – Construction Phase

Manhattan Beach Building Permit

DKS provides additional engineering and coordination services to support the City of Manhattan Beach building-permit process for fiber-optic conduit entering and exiting the Public Works Building and City Hall. The scope includes:

- Review the contractor's building permit submittals, City plan-check comments, and additional information required to address permit corrections.
- Coordinate with City staff, the City's IT Department, the construction-management team, and Crosstown Electric to clarify permit requirements and confirm conduit routing and building-entry locations.
- Research and develop industry-standard details for exterior-wall conduit penetrations, including core drilling, conduit entry, penetration sealing, weatherproofing, and restoration requirements.
- Conduct field meetings at the Public Works Yard and City Hall to verify existing conditions, building-entry locations, interior conduit routing, equipment-room connections, and constructability.
- Review existing design plans, field information, contractor input, and City-provided examples to determine the additional engineering information required for permit approval.
- Prepare supplemental signed engineering plan sheets and details showing conduit routing and building penetrations at the Public Works Building and City Hall for inclusion in the contractor's permit resubmittal.
- Provide ongoing coordination, technical clarification, and responses to questions from the City, construction-management team, and contractor during development of the permit package.
- Support revisions and resubmittals required to advance the building-permit application and resolve comments beyond the original project design scope.

Caltrans Encroachment Permit

DKS provides additional engineering and coordination services to support the Caltrans encroachment-permit process for MBATS improvements located within Caltrans right-of-way. The scope includes:

- Review Caltrans permit-review comments, reference documents, right-of-way maps, available as-built plans, and contractor-provided information.
- Coordinate with the City, construction-management team, Crosstown Electric, and Caltrans permit staff to clarify comments, resolve technical questions, and confirm required plan revisions.
- Compare available Caltrans records with current field conditions and identify discrepancies between right-of-way maps, as-built plans, and existing electrical facilities.
- Revise ITS plans and bore-profile sheets to accurately identify and label Caltrans right-of-way limits and maintain consistency among the permit plans.
- Add and clarify existing Caltrans electrical infrastructure within the project area, including conduits, pull boxes, vaults, poles, cabinets, and other affected facilities.
- Review and revise proposed conduit routing, bore limits and profiles, pull-box or vault locations and sizes, clearances, and connection details to address Caltrans requirements
- Provide technical clarification regarding proposed CCTV, communications, and electrical-system connections, including their relationship to existing Caltrans facilities and the new MBATS communications network.
- Coordinate with the contractor and construction-management team regarding constructability, field conditions, proposed installation methods, and corresponding plan changes.
- Prepare revised, signed engineering plan sheets for inclusion in the Caltrans encroachment-permit resubmittal package.
- Support multiple review and resubmittal cycles by addressing subsequent Caltrans comments, revising the plans, and coordinating City signatures under time-sensitive permit deadlines.
- Provide ongoing engineering support through Caltrans acceptance of the permit plans and resolution of permit-related technical comments.

Fiber Redesign for LA Sparks Signal

DKS provides ITS design and coordination services to accommodate traffic-signal improvements designed for the LA Sparks project. The scope includes:

- Review the LA Sparks traffic-signal plans and identify impacts to the MBATS fiber-optic communication system.
- Coordinate with the City8 of EL Segundo, LA Sparks signal-design team, construction-management team, and contractor to confirm the revised signal infrastructure and fiber connection requirements.
- Evaluate conflicts between the LA Sparks signal improvements and the

proposed MBATS conduit, fiber, pull boxes, vaults, and communication equipment.

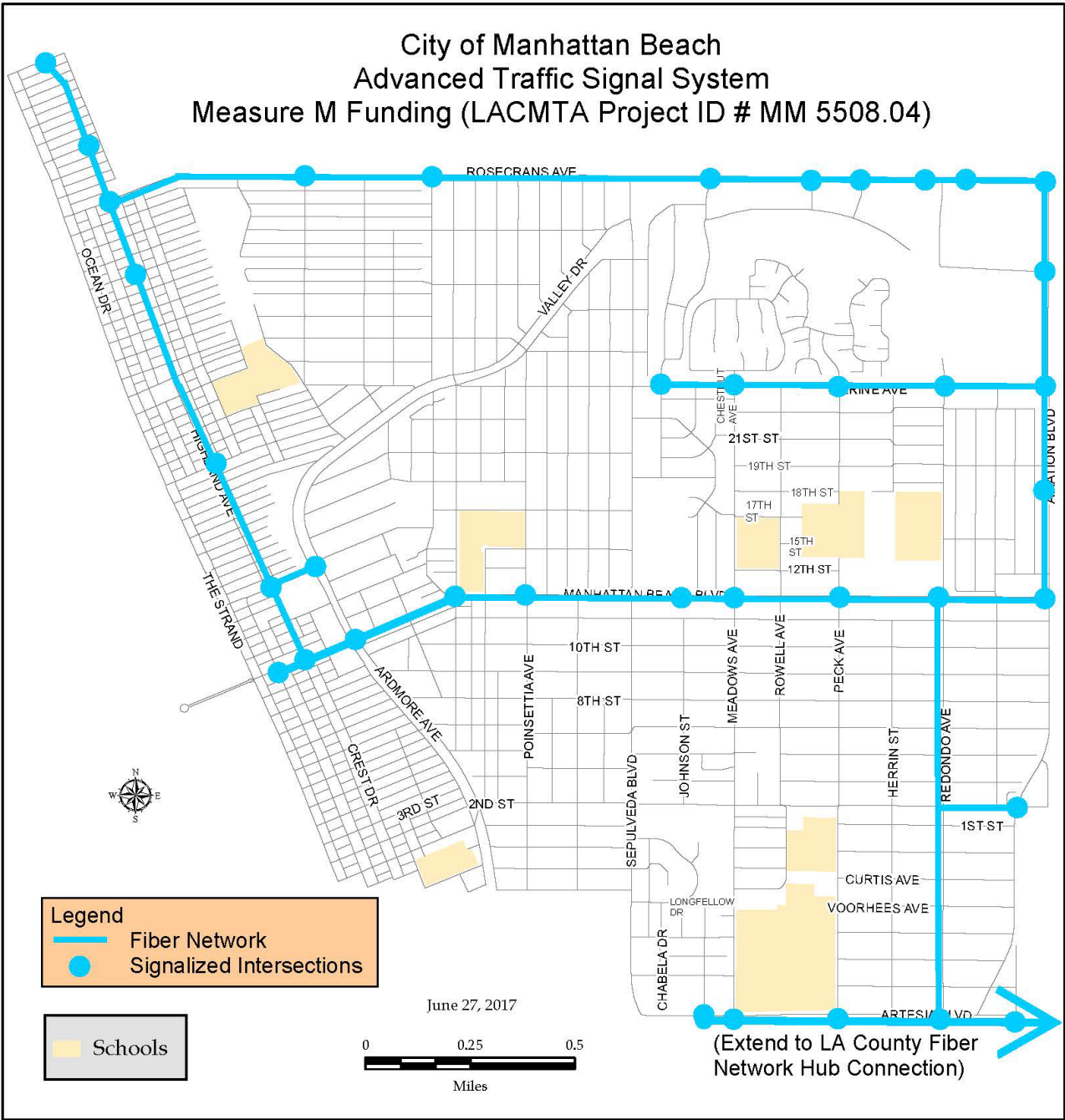
- Revise the MBATS ITS plans to coordinate fiber routing, conduit connections, pull-box locations, and signal-cabinet communication connections with the LA Sparks signal design.
- Update applicable ITS plan sheets, details, quantities, and construction notes as necessary.
- Address coordination comments and provide technical support through acceptance of the revised ITS plans.

Redesign of signals at Artesia and Meadows

DKS team (Kimley Horn as sub) provides design and coordination services to accommodate traffic-signal improvements designed. The scope includes:

- Kimley-Horn prepare revised traffic signal plans and curb ramp detail sheets for the intersections of Artesia Blvd/Prospect Ave, Artesia Blvd/Meadows Ave, and Artesia Blvd/Aviation Way based on comments received from City of Manhattan Beach and City of Hermosa Beach.
- Kimley-Horn prepares 3 submittals and addresses 2 rounds of consolidated comments from the City of Manhattan Beach and City of Hermosa Beach.

ATTACHMENT 1



**AMENDMENT NO. 4 – EXHIBIT B
APPROVED FEE SCHEDULE**

MANHATTAN BEACH ADVANCED TRAFFIC SIGNAL (MBATS) SYSTEM PROJECT											DKS
	DKS						KHA				Total
	\$ 300.00	\$ 360.00	\$ 210.00	\$ 195.00	\$ 160.00	\$ 150.00	\$ 341.00	\$ 266.00	\$ 219.00	\$ 162.00	
Task Description	Project Manager	QA/QC	Sr. Engineer	Engineer	Asst. Engineer	Analyst	Sr. Professional	Professional	Jr. Professional	Analyst II	Total Hours Total \$
10 Construction Phase											
Manhattan Beach Building Permit	24	6	20	30	16	4					100 \$22,570.00
Caltrans Encroachment Permit	20	4	8	40		4					76 \$17,520.00
Fiber Redesign for LA Sparks Signal	16	4	8	28		4					60 \$13,980.00
Redesign of signals at Artesia and Meadows							5	45	0	35	85 \$19,345.00
Total # of Hours	60	14	36	98	16	12	5	45	0	35	321 \$73,415.00
											TOTAL \$73,415.00



CITY OF MANHATTAN BEACH PUBLIC WORKS
ENGINEERING DIVISION

3621 Bell Avenue, Manhattan Beach, CA 90266

WEBSITE: www.manhattanbeach.gov PHONE: (310) 802-5353 FAX: (310) 802-5351 TDD: (310) 546-3501

DOCUSIGN CONTRACT SIGNER FORM

Date: July 27, 2026

Vendor: DKS Associates

Contract: Professional Design Services for the Manhattan Beach Advanced Traffic Signal Project

Please list representative(s) from your organization that will be signing the agreement and attached proof of signature authority by providing articles of incorporation, corporation resolution, etc:

1). Name: Chris Maciejewski

Title: Executive Vice President/Chief Operating Officer

Email: csn@dksassociates.com

2).Name:

Title:

Email:

Please list the representative(s) from your organization that would like to receive a copy of the executed agreement:

1). Name: Renee Hurtado

Title: Principal

Email: srh@dksassociates.com

2).Name:

Title:

Email:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2026

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1211 SW 5th Ave. Suite 2800 Portland OR 97204	CONTACT NAME: Rissa Wilson PHONE (A/C, No, Ext): 503-241-9210 FAX (A/C, No): 503-221-0540 E-MAIL ADDRESS: Rissa_Wilson@ajg.com														
INSURED DKS ASSOCIATES DKS ASSOCIATES, INC. 1050 SW 6th Ave, Ste 600 Portland OR 97205	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : American Casualty Company of Reading, PA	20427	INSURER C : Continental Casualty Company	20443	INSURER D : Valley Forge Insurance Company	20508	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 658273250

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: No deductible.	Y		6080860327	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 WA Stop Gap \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		6080860053	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded. \$ \$100/\$1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ None			6080860246	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 FOLLOW FORM INSURANCE \$
D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	6080860179 6080860263	5/1/2026 5/1/2026	5/1/2027 5/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Incident Claims Made Form Knowledge Date: 5/01/2020			MCH59193915	5/1/2026	5/1/2027	Each Claim Limit 5,000,000 Aggregate Limit 5,000,000 Deductible Each Claim 50,000

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

Professional Liability includes Pollution Incident Liability.

Reference #IS00000026 | RFP E1247-20S Professional Design Services for the Manhattan Beach Advanced Traffic Signal System Project (MBATS).

City of Manhattan Beach, and it's elected and appointed officials, officers, employees, agents and volunteers as Additional Insured. When required by written contract, Additional Insured status as respects General Liability Ongoing & Completed Operations, and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions as respects to General Liability. Waiver of subrogation is applicable to Workers Compensation where required by written contract and subject to policy terms and conditions for the State of CA. Umbrella is excess of General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Manhattan Beach
 Insurance Compliance
 PO Box 100085 - IS
 Duluth GA 30096

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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From: Arthur J. Gallagher Risk Management Services, LLC SMTP:mail-server@csr24.email
To: citymb citymb@Ebix.com
CC:
Subject: Reference #IS00000026 | DKS Associates Proof of Insurance
Date: 4/30/2026 3:25:08 PM
Attachment(s):

⚠ CAUTION: This email originated from outside of the organization! DO NOT click on links or open attachments unless you were expecting the email, recognize the sender, and know the content is safe.

Attached is a renewal Certificate of Insurance for subject. You are receiving an updated certificate as we have one currently on file for you, please contact us if you no longer require. Thank you!



CNA PARAMOUNT

Non-Contractor's Additional Insured Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows.

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
 - (2) was executed prior to:
 - (a) the **bodily injury** or **property damage**; or
 - (b) the offense that caused the **personal and advertising injury**,
 for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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CNA74857XX (1-15)

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The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 9

Effective Date: 05/01/2026



CNA PARAMOUNT

Non-Contractor's Additional Insured Endorsement

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises as are leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

 - a. **bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
 - b. **bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**CNA PARAMOUNT****Non-Contractor's Additional Insured Endorsement****2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA74857XX (1-15)

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The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 9

Effective Date: 05/01/2026

**CNA PARAMOUNT**

Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 1

Effective Date: 05/01/2026

00020002760808603273153





CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement



1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 1

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

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

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 1

Effective Date: 05/01/2026





CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

→ 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

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Effective Date: 05/01/2026



CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 1

Effective Date: 05/01/2026

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**CNA PARAMOUNT**

Architects, Engineers and Surveyors General Liability Extension Endorsement

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.



26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 1

Effective Date: 05/01/2026

**CNA PARAMOUNT**

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75008XX (10-16)

Page 1 of 1

The Continental Insurance Co.

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 12

Effective Date: 05/01/2026




EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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A. Who Is An Insured

1. Majority Owned Corporations
2. Newly Acquired Organizations
3. Additional Insureds Required By Written Contracts
4. Employee-Hired Autos

B. Increased Loss of Earnings Allowance
C. Fellow Employee Coverage
II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE
A. Increased Loss of Use Expense
B. Broadened Electronic Equipment Coverage
III. AMENDMENTS TO BUSINESS AUTO CONDITIONS
A. Knowledge of Accident or Loss
B. Knowledge of Documents
C. Waiver of Subrogation
D. Unintentional Failure To Disclose Hazards
E. Primary and Non-Contributory When Required By Contract
IV. AMENDMENTS TO DEFINITIONS
A. Broadened Bodily Injury
I. AMENDMENTS TO LIABILITY COVERAGE
A. Amendments to Who Is An Insured

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an **insured**, but only if such entity is not an **insured** under any other liability "policy" that provides **auto** coverage.

2. Newly Acquired Organizations

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement No: 65; Page: 1 of 4

Underwriting Company: Transportation Insurance Company

Endorsement Expiration Date:

Policy No: BUA 6080860053

Policy Effective Date: 05/01/2026

Policy Page: 106 of 119



Business Auto Policy Policy Endorsement

Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

- a. Is effective on the date of acquisition or formation of the organization, and applies until:
 - (1) The end of the policy period of this Coverage Form; or
 - (2) The next anniversary of this Coverage Form's inception date, whichever is earlier; and
- b. Does not apply to **bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

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

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or
- ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph (4) to delete the \$250. a day limit for loss of earnings and replace it with a \$500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of \$600., and replace it with a maximum of \$800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following:

- 5. Exclusions **4.c.** and **4.d.** above do not apply to **loss** to any electronic equipment that at the time of **loss** is:

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement No: 65; Page: 2 of 4

Underwriting Company: Transportation Insurance Company

Endorsement Expiration Date:

Policy No: BUA 6080860053

Policy Effective Date: 05/01/2026

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Business Auto Policy Policy Endorsement

- a. Permanently installed in or upon a covered **auto**, nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
- b. Designed to be operated solely by use of the power from the **auto's** electrical system and is:
 - (1) Removable from a housing unit which is permanently installed in or upon the covered **auto**;
 - (2) An integral part of the same unit housing any electronic equipment described in paragraphs a. or b.(1) above; or
 - (3) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph a.(4):

- (4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph b.(6):

- (6) If your **employees** know of documents concerning a claim or **suit**, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 65; Page: 3 of 4

Underwriting Company: Transportation Insurance Company

Policy No: BUA 6080860053

Policy Effective Date: 05/01/2026

Policy Page: 108 of 119



Business Auto Policy
Policy Endorsement

Notwithstanding provisions **5.a.** through **5.d.** above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident** or **loss**.

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 65; Page: 4 of 4

Underwriting Company: Transportation Insurance Company

Policy No: BUA 6080860053

Policy Effective Date: 05/01/2026

Policy Page: 109 of 119



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 6 80860263

Policy Effective Date: 05/01/2026

Policy Page: 64 of 101



CNA Paramount Excess and Umbrella Liability Policy Declarations

Schedule of Underlying Insurance

Underlying Insurer
Policy Number
Policy Period
Note:
Underlying Insurance
Coverages
Limits of Insurance

 Continental Insurance
Company

General Liability

Each Occurrence Limit

\$1,000,000

6080860327

 05/01/2026 to
05/01/2027

General Aggregate Limit

\$2,000,000

Per Location : yes

Per Project : yes

 Products/ Completed Operations
Aggregate Limit

\$2,000,000

 Personal and Advertising Injury
Liability Limit

\$1,000,000

 Continental Insurance
Company

 Employee Benefits
Liability

Each Employee Limit

\$1,000,000

6080860327

 05/01/2026 to
05/01/2027

Aggregate Limit

\$2,000,000

 American Casualty
Company of Reading,
Pennsylvania

Auto Liability

Combined Single Limit

\$1,000,000

6080860053

 05/01/2026 to
05/01/2027

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6080860246

Policy Effective Date: 05/01/2026

Policy Page: 13 of 62


**CNA Paramount Excess and Umbrella Liability
Policy Declarations**
Schedule of Underlying Insurance
Underlying Insurer
Policy Number
Policy Period
Note:
Underlying Insurance
Coverages
Limits of Insurance

American Casualty
Company of Reading,
Pennsylvania

6080860263

05/01/2026 to
05/01/2027

Employers Liability

Bodily Injury by Accident- Each
Accident Limit

\$1,000,000

Bodily Injury by Disease - Policy
Limit

\$1,000,000

Bodily Injury by Disease - Each
Employee Limit

\$1,000,000

IN ANY JURISDICTION, STATE, OR PROVINCE WHERE THE AMOUNT OF EMPLOYERS LIABILITY INSURANCE PROVIDED BY THE UNDERLYING INSURER(S) IS BY LAW "UNLIMITED", THE UNDERLYING EMPLOYERS LIABILITY LIMIT(S) SHOWN IN THE ABOVE SCHEDULE DO NOT APPLY AND NO COVERAGE SHALL BE PROVIDED FOR EMPLOYERS LIABILITY UNDER THIS POLICY.

Valley Forge Insurance
Company

6080860179

05/01/2026 to
05/01/2027

Employers Liability

Bodily Injury by Accident- Each
Accident Limit

\$1,000,000

Bodily Injury by Disease - Policy
Limit

\$1,000,000

Bodily Injury by Disease - Each
Employee Limit

\$1,000,000

IN ANY JURISDICTION, STATE, OR PROVINCE WHERE THE AMOUNT OF EMPLOYERS LIABILITY INSURANCE PROVIDED BY THE UNDERLYING INSURER(S) IS BY LAW "UNLIMITED", THE UNDERLYING EMPLOYERS LIABILITY LIMIT(S) SHOWN IN THE ABOVE SCHEDULE DO NOT APPLY AND NO COVERAGE SHALL BE PROVIDED FOR EMPLOYERS LIABILITY UNDER THIS POLICY.

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 3 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6080860246

Policy Effective Date: 05/01/2026

Policy Page: 14 of 62



CNA Paramount Excess and Umbrella Liability Policy Declarations

Schedule of Underlying Insurance

Underlying Insurer
Policy Number
Policy Period
Note:
Underlying Insurance
Coverages
Limits of Insurance

 Continental Insurance
Company

Stop Gap Liability

6080860327

 05/01/2026 to
05/01/2027

 Bodily Injury by Accident- Each
Accident Limit

\$1,000,000

 Bodily Injury by Disease - Policy
Limit

\$1,000,000

 Bodily Injury by Disease - Each
Employee Limit

\$1,000,000

Forms and Endorsements Attached to this Policy

See SCHEDULE OF FORMS AND ENDORSEMENTS

Premium

Minimum Earned Premium

Total Premium

 Premium includes the following amount for Certified Acts of
Terrorism Coverage

Notices

Notice to insurer

Address:

 CNA Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317

Fax #:

800-446-8632

Email Address:

HPReports@CNA.com

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 4 of 4

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