



# CITY OF VALDEZ

## TEMPORARY LAND USE PERMIT APPLICATION

*All fields are required. If not applicable, please mark with N/A or dash.*

### Office Use Only

Application Number	<u>25-09</u>	Date Received	<u>7/17/2025</u>
Initials	<u>NC</u>	Zoning District	<u>P</u>
Permitted Use?	Yes    No		

### APPLICANT INFORMATION

Name Granite Construction Company

Phone 9073442593

Email benjamin.lamirand@gcinc.com

Mailing Address 11471 Lang St.

Anchorage, AK 99515

\_\_\_\_\_

### REPRESENTATIVE INFORMATION *(if applicable)*

Name Benjamin Lamirand

Phone 9072272247

Email benjamin.lamirand@gcinc.com

Mailing Address 11471 Lang St.

Anchorage, AK 99515

\_\_\_\_\_

### PROPERTY INFORMATION

Property Owner Name Bill Harris, Harris Sand and Gravel

Legal Description Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision/Survey \_\_\_\_\_

Physical Address Harris Sand and Gravel MP 1.6 Airport Road, Valdez, AK.

Property Description Sand, gravel, and asphalt industrial area.

Proposed Use of Area *(attach a narrative, if more detail is required)*

Total Use Area Dimensions 1.9 acres

Term Requested 7/7-10/15

Parking Area Dimensions 3000-4000 sqft: 2 or 3 trucks and 1-3 larger equipment (front end loader) pieces

**TEMPORARY BUILDINGS/STRUCTURES** *(if applicable)*

*Detail the number of temporary buildings, and the dimensions, type, and use for each.*

While not a building, one temporary portable hot plant will be placed at the location. The hot plant consists of a generator, asphalt tanks, drum drier style asphalt plant, and misc. attached vans such as a parts van and Quality Control lab. Actual layout and configuration is subject to adjustment, but total area use would be under 1.91 acres. Parking would be adjacent to the plant, and situated in accordance with MSHA safety parameters. Parking would be for employees only.

**ORGANIZATION TYPE**

☐ Individual ☒ Corporation

☐ Sole Proprietorship ☐ Non Profit

☐ Partnership ☐ Other *(please explain)* \_\_\_\_\_

**ADDITIONAL MATERIALS REQUIRED** *(the following must be submitted when applying for a TLUP)*

- ☒ **Site Plan** *(including lot boundaries, use area boundaries, parking dimensions, and proposed temporary buildings)*
- ☒ **Certificate of Liability Insurance** *(may be submitted following approval, but is required prior to permit issuance)*
- ☒ **State of Alaska Business License** *(and any applicable professional licenses)*
- ☒ **City of Valdez Business Registration**

**APPLICANT SIGNATURE**  **DATE** 7/16/2025

*(Your signature above certifies that you are the official representative of this business and that all information included on this form is accurate.)*

**ADDITIONAL INFORMATION**

Forms may be emailed to [communitydevelopment@valdezak.gov](mailto:communitydevelopment@valdezak.gov) or dropped off at the Community Development Window in City Hall. For a fillable PDF form, visit [valdezak.gov/275/City-Forms](http://valdezak.gov/275/City-Forms)

To submit via mail, send to the following address:

**Community Development**  
**City of Valdez**  
**PO Box 307**  
**Valdez, AK 99686**

**QUESTIONS?**

Call the City of Valdez Community Development Department at **907-834-3401** or email [communitydevelopment@valdezak.gov](mailto:communitydevelopment@valdezak.gov).

**Granite Construction Company's Gencor Portable Asphalt Plant for temporary utilization at Harris Sand and Gravel.**

The asphalt plant is proposed in support of a project #0771002/NFHWY0141, Richardson Highway MP0-7 Repaving, awarded by the Alaska Department of Transportation and Public Facilities (AKDOT&PF) for the resurfacing of the Richardson Highway between mileposts 0 and 7, beginning in Valdez, Alaska. The purpose of this project is to improve the driving surface and safety of the existing highway.

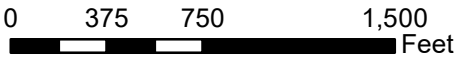
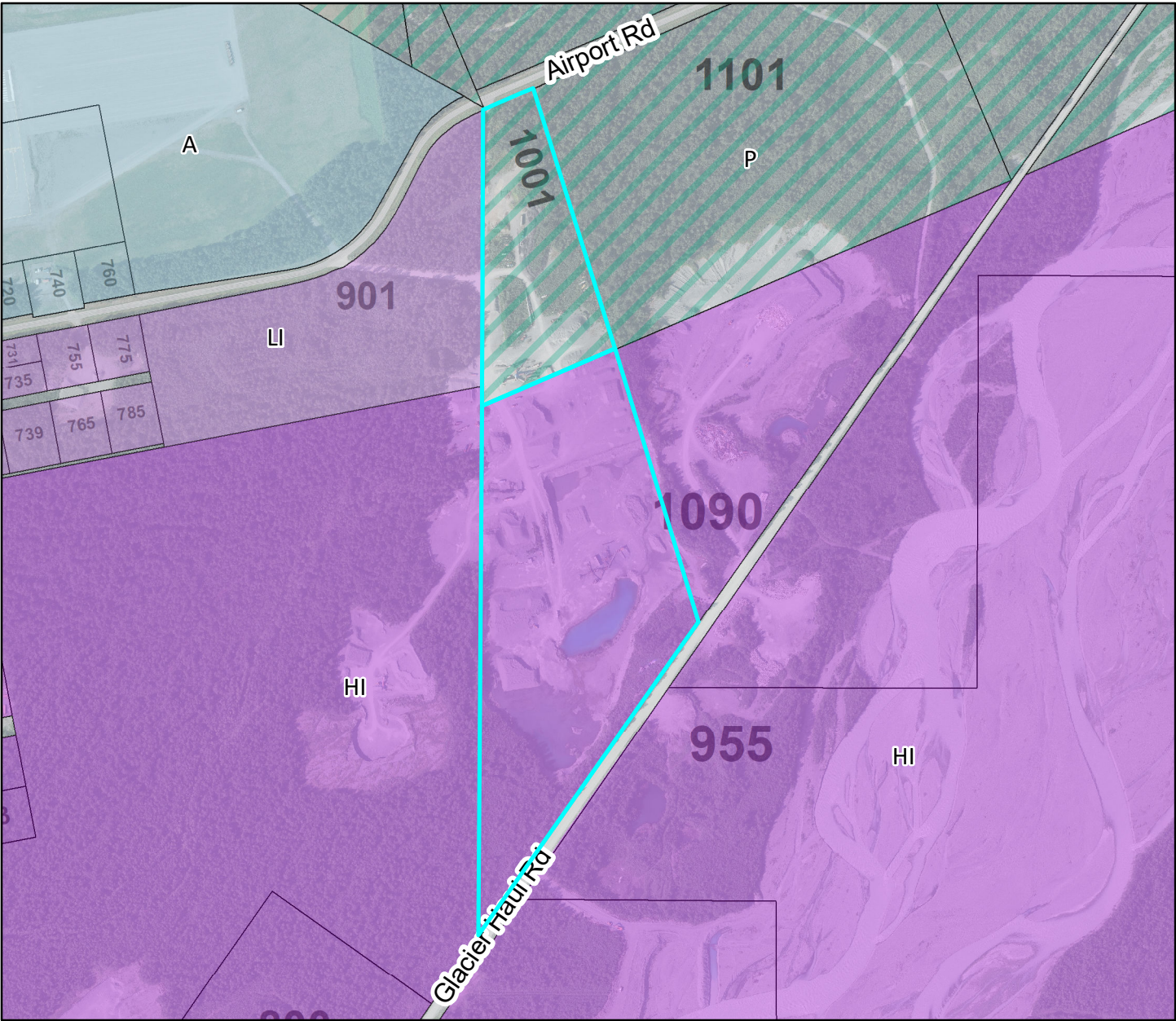
Granite Construction's asphalt plant will be essential for producing hot mix asphalt (HMA) used during paving operations. Due to the location and scale of work, a nearby temporary plant is required to ensure quality control, logistical efficiency, and timely completion of paving activities within a limited seasonal window. This plant is approved and permitted under Alaska Department of Environmental Conservation (ADEC) Air Quality Permit program #AQ0177MG303.

The project involves full-width roadway reclamation, grading, paving, and striping to restore the highway surface and improve safety. Construction will also bring adjacent approaches and shoulders up to current standards. Work will begin with the installation of traffic control devices and erosion control measures in accordance with the ADOT approved Traffic Control Plan (TCP) and Best Management Practices (BMPs). Once site controls are in place, the existing roadway will be reclaimed and graded to prepare for paving.

Hot mix asphalt produced at the plant will then be used to pave the reconstructed areas, after which shoulder work will be completed. Final steps include applying roadway striping and removing all temporary BMPs and traffic control devices.

This temporary use approval is essential to maintaining project quality and schedule, while minimizing haul distances, reducing truck traffic on public roads, and supporting safe and timely project completion.




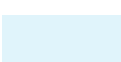
Upon completion of the paving and associated highway work the asphalt plant will be taken down and mobilized offsite, and the site restored. The plant's location was selected for minimal disruption to surrounding areas while allowing efficient access to the project corridor.



Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

Date: 7/16/2025 Author: Community Development



-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Public Lands District (P)
-  Airport District (A)



# Layout and Acreage

Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance or area of a geometric shape on the ground

Perimeter: 1,205.72 Feet

Area: 1.91 Acres

☒ Mouse Navigation

Save Clear

Temporary Hot plant layout area

Parking for vehicles and equipment

Use Boundary - Calculated above

W146.214°

W146.207°

N61.1316°

Gencor 0177MG3



**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**GRANITE CONSTRUCTION COMPANY**

11471 LANG STREET, ANCHORAGE, AK 99515-3008

owned by

GRANITE CONSTRUCTION COMPANY

is licensed by the department to conduct business for the period

December 5, 2024 to December 31, 2026  
for the following line(s) of business:

23 - Construction



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Sande  
Commissioner





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
05/19/2025

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 LIC #0C36861 1-415-403-1491 Alliant Insurance Services, Inc.  560 Mission Street, 6th Floor  San Francisco, CA 94105 USA  INSURED Granite Construction Company  585 West Beach Street  Watsonville, CA 95076 USA	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818 E-MAIL ADDRESS: kleikam@alliant.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: TRANSPORTATION INS CO</td> <td>20494</td> </tr> <tr> <td>INSURER B: VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER C: CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></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: TRANSPORTATION INS CO	20494	INSURER B: VALLEY FORGE INS CO	20508	INSURER C: CONTINENTAL CAS CO	20443	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 751829333

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL2074978689	10/01/23	10/01/26	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Contractual	X	X	BUA2074978692	10/01/23	10/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	CUE2068209453	10/01/24	10/01/25	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	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 N	N/A	WC274978644 (AOS/Stop Gap)	10/01/24	10/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

 Re: Richardson Highway MP 0-7 Repaving  
 Project No. 0771002/NFHWY01041

THE STATE OF ALASKA-DOT/PF IS INCLUDED AS ADDITIONAL INSURED, AND COVERAGE IS PRIMARY AND NON-CONTRIBUTORY PER ATTACHED ENDORSEMENTS, WAIVER OF SUBROGATION APPLIES AS RESPECTS TO WORKERS' COMPENSATION.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

## CERTIFICATE HOLDER

## CANCELLATION

State of Alaska DOT/PF Project: NFHWY01041/Richardson Highway MP 0-7 Repaving 2301 Peger Road  Fairbanks, AK 99709  USA	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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**SUPPLEMENT TO CERTIFICATE OF INSURANCE****DATE**  
05/19/2025**NAME OF INSURED:** Granite Construction Company

THIS IS TO CERTIFY THAT THE POLICIES DESCRIBED HEREIN COMPLY WITH ALL ASPECTS OF THE INSURANCE REQUIREMENTS OF:

JOB: Richardson Highway MP 0-7 Repaving

PROJECT NO.: 0771002/NFHWY01041

THE INSURANCE CARRIER AGREES THAT IT SHALL NOTIFY THE ENGINEER, IN WRITING, AT LEAST 30 DAYS BEFORE CANCELLATION OF ANY COVERAGE OR REDUCTION IN ANY LIMITS OF LIABILITY.

CONTRACTS \$5M: THE UMBRELLA/EXCESS POLICY TAKES EFFECT (DROPS DOWN) IN THE EVENT THE PRIMARY LIMITS ARE IMPAIRED OR EXHAUSTED.

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.





## BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

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

### SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

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

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

**B. The insurance provided to the additional insured is limited as follows:**

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
  - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
    - (1) The "written contract" requires you to provide the additional insured such coverage; and
    - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
  - a. The maximum permitted by law;
  - b. That required by the "written contract";
  - c. That described in **B.1.** above; or
  - d. That afforded to you under this policy,
 whichever is less.
4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or



any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
  - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities; or
  - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; 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 the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc.

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

**Waiver of Transfer of Rights of Recovery Against Others to Us**

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Form**

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
26	GL 2074978689

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT:
Granite Construction Incorporated	10/01/23

CNA71527XX  
(Ed. 10/12)**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE****Name of Additional Insured Persons Or Organizations**

Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.



POLICY NUMBER: BUA2074978692

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.

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

**Named Insured: Granite Construction Incorporated**

**Endorsement Effective Date: 10/01/2023**

### **SCHEDULE**

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

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

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.



**CNA Paramount Excess and Umbrella Liability**  
Policy

**D. Coverage D - Key Employee Exclusions**

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

**1. Death or Disability**

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. Other Expenses**

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
  - i. find a permanent replacement for the **key employee**; and
  - ii. reduce or discontinue the **key employee** replacement expense;
 as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

**IV. WHO IS AN INSURED**

The following persons or organizations are **Insureds**.

**A. With respect to Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

**B. With respect to the Coverage B - Umbrella Liability:**

- 1. If the **Named Insured** is designated in the Declarations of this Policy as:
  - a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
  - b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.

Form No: CNA75504XX (03-2015)  
Policy Page: 14 of 32  
Underwriting Company: Continental Ins. Co, 333 S Wabash Ave, Chicago, IL 60604

Policy No: CUE 2068209453  
Policy Effective Date: 10/01/2024  
Policy Page: 30 of 63



## CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

### 3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

### P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

### Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

### R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

### S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

### T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

### U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: Continental Ins. Co, 333 S Wabash Ave, Chicago, IL 60604

Policy No: CUE 2068209453

Policy Effective Date: 10/01/2024

Policy Page: 37 of 63



**CNA Paramount Excess and Umbrella Liability**  
Policy

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

**V. Unintentional Omission**

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

**W. Waiver of Rights of Recovery**

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

**VII. DEFINITIONS**

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

**Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

**Aircraft** means any machine or device that is capable of atmospheric flight.

**Arbitration proceeding** means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

**Asbestos** means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

**Authorized Insured** means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

**Auto** means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

**Bodily injury** means bodily 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 bodily injury, sickness or disease.

**Claim** means a:

- A. **suit**; or

Form No: CNA75504XX (03-2015)

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

Policy No: CUE 2068209453

Policy Effective Date: 10/01/2024

Policy Page: 38 of 65





**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE - Refer to the Schedule of Operations**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

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: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 74978630

Policy Effective Date: 10/01/2024

Policy Page: 53 of 83



**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.

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.

**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: 32; Page: 1 of 1

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

Policy No: WC 2 74978644

Policy Effective Date: 10/01/2024

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