

#### CONTRACT RENEWAL AGREEMENT

**DEPARTMENT: PUBLIC WORKS** 

BID/RFP# NUMBER: 19ITB120718A-FB

BID/RFP# TITLE: Sewer System Cleaning and Manholes Camera Inspection Services

**ORIGINAL APPROVAL DATE: 12/18/2019** 

RENEWAL EFFECTIVE DATES: 1/1/2022 THROUGH 12/31/2022

RENEWAL OPTION #: 2 OF 2

**NUMBER OF RENEWAL OPTIONS: 2** 

**RENEWAL AMOUNT: \$300,000.00** 

**COMPANY'S NAME: Video Industrial Services, Inc.** 

ADDRESS: 7721 2nd Avenue N

**CITY: Birmingham** 

STATE: AL

ZIP: 35206

This Renewal Agreement No. 2 was approved by the Fulton County Board of

Commissioners on BOC DATE: 10/20/2021 BOC NUMBER: 21-0819

SIGNATURES: SEE NEXT PAGE

#### **SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	VIDEO INDUSTRIAL SERVICES, INC.			
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Drew Mahan Executive Vice President			
ATTEST:	ATTEST:			
Tonya R. Grier Clerk to the Commission	Secretary/ Assistant Secretary			
(Affix County Seal)	(Affix Corporate Seal)			
AUTHORIZATION OF RENEWAL:	ATTEST:			
David Clark, Director Department of Public Works	Notary Public			
	County:			
	Commission Expires:			
	(Affix Notary Seal)			
ITEM#: RCS:	ITEM#: RM:			

#### **SIGNATURES:**

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	Video Industrial Services, Inc.
DocuSigned by:	— DocuSigned by:
Robert L. Pitts	Drew Malian
Robert L. Pitts, Chairman	Full Name Executive VP
Fulton County Board of Commissioners Please select Attest or Notary from o	checkbox
X Attest	Notary
ATTEST:	ATTEST:
Tonya K. Grier	Anthony Olive
Tonya R. Grier	Secretary/
Interim Clerk to the Commissigned by:	Assistant Secretary — DocuSigned by
(Affix County Seal)	(Affix Corporate Seal)
AUTHORIZATION OF RENEWAL:	ATTEST:
DocuSigned by:  David Clark	
David Clark Director	Notary Public
Public Works	County:
	Commission Expires:
	(Affix Notary Seal)
Please select RCS or RM from th	e checkbox
x PRÉS	X RM
^	X RM  M#: xxx RM: xxx





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2021

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).

Birmingham, AL 35206  INSURER D: Indian Harbor Insurance Company					
Birmingham, AL 35206 INSURER D: Indian Harbor Insurance Company					
7721 Zild Avenue North	26883				
7721 2nd Avenue North Linsurer C : American Guarantee and Liability ins Co	36940				
VIDEO INDUSTRIAL SERVICES, INC	26247				
NSURED CAROCOR-04 INSURER B: American Zurich Insurance Company	40142				
INSURER A: Zurich American Insurance Company	16535				
INSURER(S) AFFORDING COVERAGE	NAIC#				
Rolling Meadows IL 60008  E-MAIL ADDRESS: christina_cunningham@ajg.com	E-MAII				
Arthur J. Gallagher Risk Management Services, Inc.  PHONE [A/C, No, Ext):  FAX (A/C, No):					
PRODUCER NAME: Christina Cunningham, Client Service Mgr Sr.	CONTACT NAME: Christina Cunningham, Client Service Mgr Sr.				

#### COVERAGES CERTIFICATE NUMBER: 192103220 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	SR ADDLISUBR POLICY EFF POLICY EXP								
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY	Υ		GLO 9377201-18	10/31/2021	10/31/2022	EACH OCCURRENCE	\$2,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	X Contractual Incl						MED EXP (Any one person)	\$0	
	XCU Cov Included						PERSONAL & ADV INJURY	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000	
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000	
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY	Υ		BAP 9377199-18	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
С	X UMBRELLA LIAB X OCCUR	Υ		AUC 5916947-16	10/31/2021	10/31/2022	EACH OCCURRENCE	\$ 5,000,000	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000	
	DED X RETENTION \$ 0							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	WC 9377202-18 WC0122619-06	10/31/2021 10/31/2021	10/31/2022 10/31/2022	X PER OTH- STATUTE ER		
``	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WC0122019-00	10/3 1/202 1	10/31/2022	E.L. EACH ACCIDENT	\$ 1,000,000	
	(Mandatory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
E D	Pollution Liability Professional Liability			CPO15012758 CEO744637903	10/31/2019 10/31/2021	10/31/2022 10/31/2022	Pollution Liability Prof Liablity	\$10,000,000 \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: INVITATION TO BID 19ITB120718A-FB, SEWER SYSTEM CLEANING AND MANHOLES CAMERA INSPECTION SERVICES
Fulton County Government, Its Officials, Officers and Employees are shown as Additional Insured solely with respect to General Liability coverage on Primary non-contributory basis and Auto Liability coverages as evidenced herein as required by written contract with respect to work performed by the Named Insured. A waiver of subrogation in favor of certificate holder is included under the Workers Compensation coverage as evidenced herein as required by written contract. Umbrella Follows Form.

CERTIFICATE HOLDER	CANCELLATION

Fulton County Government Attn: Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta GA 30303-3459 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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# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.				
Policy No.	GLO 9377201-18	Effective Date:	10/31/2021	

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part** 

#### **SCHEDULE**

#### Name of Person or Organization:

ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

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

#### 2. Exclusions

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

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

All other terms, conditions, provisions and exclusions of this policy remain the same.



# Additional Insured – Owners, Lessees Or Contractors – Completed Operations

	THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.					
Policy No.	GLO 9377201-18	Effective Date:	10/31/2021			

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part** 

#### **SCHEDULE**

#### Name of Person or Organization:

ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRED THE ISO CG2037 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME

#### **Location And Description of Completed Operations:**

ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

#### Additional Premium:

Included

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

#### **Policy Number** GLO9377201-18

#### **ENDORSEMENT**

#### ZURICH AMERICAN INSURANCE COMPANY

Effective Date: **10-31-**21 NamedInsured CARYLON CORPORATION

12:01 AM., Standard Time

24059-000

Agent Agent Name **GALLAGHER** 

#### BLANKET NOTICE TO OTHERS OF CANCELLATION

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE: COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:
- 1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
- A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS; ORB. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
- 2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;

  3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
- 4. MUST BE ACCURATE.
- SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.
- B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED
- INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.
- C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
- D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT:

- 1. EXTEND THE COVERAGE PART CANCELLATION DATE;
  2. NEGATE THE CANCELLATION; OR
  3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
- E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**Policy Number GLO** 9377201-**18** 

#### SCHEDULE OF NAMED INSURED(S)

#### **ZURICH AMERICAN INSURANCE COMPANY**

Named Insured Carylon Corporation Effective Date: 10/31/2021

12:01 AM., Standard Time

Agent Name GALLAGHER Agent 24059 000

NAMED INSURED

CARYLON CORPORATION VIDEO INDUSTRIAL SERVICES, INC. ACE PIPE CLEANING, INC. NATIONAL PLANT SERVICES, INC. DEEP SOUTH INDUSTRIAL SERVICES, INC. NATIONAL POWER RODDING CORP. ODESCO INDUSTRIAL SERVICES, INC. SEWER SYSTEM EVALUATIONS, INC. NATIONAL INDUSTRIAL MAINTENANCE, INC. MOBILE DREDGING & VIDEO PIPE, INC. NATIONAL WATER MAIN CLEANING COMPANY METROPOLITAN ENVIRONMENTAL SERVICES, INC. BIO-NOMIC SERVICES, INC. ROBINSON PIPE CLEANING CO. ROBINSON PIPE SERVICES, INC. BEARY PROPERTIES, INC DEEP SOUTH SOLUTIONS, INC. INC. SPECIALIZED MAINTENANCE SERVICES, INC. NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC. SELECT TRANSPORTATION, INC. VIDEO PIPE SERVICES, INC. NATIOINAL INDUSTRIAL MAINTENANCE - MICHIGAN, INC. BEARY MANAGEMENT SERVICES, INC.

POLICYNUMBER: GLO 9377201-18

COMMERCIAL GENERAL LIABILITY CG25030509

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

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### **Designated Construction Project(s):**

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

ntormat1on re.9.u1re d to complete this Schedule, if not shown above, will be shown in the Dec1arat1ons.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum ofall damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce theamount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

П

POLICY NUMBER: GLO 9377201-18

COMMERCIAL GENERAL LIABILITY CG 02 2410 93

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

## EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERALLIABILITY COVERAGEPART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

#### Number of Days' Notice 60

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2**. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

### Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'! Prem.	Return Prem.
GLO9377201-18	10/31/2021	10/31/2022		24059000	\$ INCL	\$

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

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

### Other Insurance Amendment - Primary And Non-Contributory

**ZURICH')** 

Policy No.	I	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'!. Prem	Return Prem.
GLO9377201-18		10/31/2021	10/31/2022	10/31/2021	24059000	INCL	

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

Named Insured: Carylon Corporation

Address (including ZIP Code): 2500 Arthington; Chicago, IL 60612

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

 The following paragraph is added to the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

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

- a. The additional insured is a Named Insured under such other insurance; and
- **b.** You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether prim ary, excess, contingent or on any ot her basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by writt en contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 0313

(Ed. 4-84)

#### 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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

## Policy Number BAP9377199-18

#### SCHEDULE OF NAMED INSURED(S)

#### **ZURICH AMERICAN INSURANCE COMPANY**

Named Insured CARYLON CORPORATION Effective Date: 10/31/2021

12:01 A.M., Standard Time

Agent Name GALLAGHER Agent No. 24059-000

NAMED INSURED

CARYLON CORPORATION ACE PIPE CLEANING, INC. BEARY PROPERTIES, INC. BIO-NOMIC SERVICES, INC. DEEP SOUTH INDUSTRIAL SERVICES, INC. DEEP SOUTH SOLUTIONS, INC. METROPOLITAN ENVIRONMENTAL SERVICES, INC. MOBILE DREDGING & VIDEO PIPE, INC. NATIONAL INDUSTRIAL MAINTENANCE, INC. NATIONAL INDUSTRIAL MAINTENANCE SOLUTIONS, INC. NATIONAL PLANT SERVICES, NATIONAL POWER RODDING CORP. NATIONAL WATER MAIN CLEANING COMPANY ODESCO INDUSTRIAL SERVICES, INC. ROBINSON PIPE CLEANING CO. ROBINSON PIPE SERVICES, IN SEWER SYSTEM EVALUATIONS, INC. SPECIALIZED MAINTENANCE SERVICES, INC. VIDEO INDUSTRIAL SERVICES, SELECT TRANSPORTATION, INC. BEARY MANAGEMENT SERVICES, INC. NATIONAL INDUSTRIAL MAINTENANCE -MICHIGAN, INC. VIDEO PIPE SERVICES, INC.

POLICY NUMBER: BAP9377199-18

COMMERCIAL AUTO CA 04441013

#### 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: CARYLON CORPORATION

Endorsement Effective Date: 10/31/2021

#### **SCHEDULE**

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THE POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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.

**ZURICH'''** 

Insurance forthis coverage partprovided by:

ZURICH AMERICAN INSURANCE COMPANY

BAP 9377199-18

Renewal of Number

BAP 9377199-17

#### BLANKET NOTIFICATION TO OTHERS OF CANCELLATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE: COMMERCIAL AUTO COVERAGE PART

- A. IF WE CANCEL THIS COVERAGE PART BY WRITTEN NOTICE TO THE FIRST NAMED INSURED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, WE WILL DELIVER ELECTRONIC NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED TO EACH PERSON OR ORGANIZATION SHOWN IN A SCHEDULE PROVIDED TO US BY THE FIRST NAMED INSURED. SUCH SCHEDULE:
  - 1. MUST BE INITIALLY PROVIDED TO US WITHIN 15 DAYS:
    - A. AFTER THE BEGINNING OF THE POLICY PERIOD SHOWN INTHE DECLARATIONS; OR
    - B. AFTER THIS ENDORSEMENT HAS BEEN ADDED TO POLICY;
  - 2. MUST CONTAIN THE NAMES AND E-MAIL ADDRESSES OF ONLY THE PERSONS OR ORGANIZATIONS REQUIRING NOTIFICATION THAT SUCH COVERAGE PART HAS BEEN CANCELLED;
  - 3. MUST BE IN AN ELECTRONIC FORMAT THAT IS ACCEPTABLE TO US; AND
  - 4. MUST BE ACCURATE.

SUCH SCHEDULE MAY BE UPDATED AND PROVIDED TO US BY THE FIRST NAMED INSURED DURING THE POLICY PERIOD. SUCH UPDATED SCHEDULE MUST COMPLY WITH PARAGRAPHS 2. 3. AND 4. ABOVE.

- B. OUR DELIVERY OF THE ELECTRONIC NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE BASED ON THE MOST RECENT SCHEDULE IN OUR RECORDS AS OF THE DATE THE NOTICE OF CANCELLATION IS MAILED OR DELIVERED TO THE FIRST NAMED INSURED. DELIVERY OF THE NOTIFICATION AS DESCRIBED IN PARAGRAPH A. OF THIS ENDORSEMENT WILL BE COMPLETED AS SOON AS PRACTICABLE AFTER THE EFFECTIVE DATE OF CANCELLATION TO THE FIRST NAMED INSURED.
- C. PROOF OF EMAILING THE ELECTRONIC NOTIFICATION WILL BE SUFFICIENT PROOF THAT WE HAVE COMPLIED WITH PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.
- D. OUR DELIVERY OF ELECTRONIC NOTIFICATION DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT IS INTENDED AS A COURTESY ONLY. OUR FAILURE TO PROVIDE SUCH DELIVERY OF ELECTRONIC NOTIFICATION WILL NOT.
  - 1. EXTEND THE COVERAGE PART CANCELLATION DATE;
  - 2. NEGATE THE CANCELLATION; OR
  - 3. PROVIDE ANY ADDITIONAL INSURANCE THAT WOULD NOT HAVE BEEN PROVIDED IN THE ABSENCE OF THIS ENDORSEMENT.
- E. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, INTEGRITY, TIMELINESS AND VALIDITY OF INFORMATION CONTAINED IN THE SCHEDULE PROVIDED TO US AS DESCRIBED IN PARAGRAPHS A. AND B. OF THIS ENDORSEMENT.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.