



CONFENV-01

R1LDAY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

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

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

<b>PRODUCER</b> <b>AssuredPartners of Washington, LLC</b> 1325 4th Ave Suite 2100 Seattle, WA 98101	<b>CONTACT NAME:</b> Lisa Day <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> lisa.day@assuredpartners.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Confluence Environmental Company</b> 146 N Canal St #111 Seattle, WA 98103	<b>INSURER A :</b> Homesite Insurance Company	
	<b>INSURER B :</b> Ohio Security Insurance Company <b>24082</b>	
	<b>INSURER C :</b> The Ohio Casualty Insurance Company <b>24074</b>	
	<b>INSURER D :</b> Alaska National Insurance Company <b>38733</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****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	<b>X COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X WA Stop Gap</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	7930117880001	3/5/2023	3/5/2024	EACH OCCURRENCE \$ <b>5,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
							MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>5,000,000</b>
							GENERAL AGGREGATE \$ <b>5,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>5,000,000</b>
							\$
B	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57702471	3/5/2023	3/5/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>X EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			ESO57702471	3/5/2023	3/5/2024	EACH OCCURRENCE \$ <b>4,000,000</b>
							AGGREGATE \$ <b>4,000,000</b>
							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			22IWU09291-USL&H	9/15/2022	9/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Pollution Liability</b>			7930117880001	3/5/2023	3/5/2024	Ded: \$2,500/Ea Condi <b>5,000,000</b>
A	<b>Professional Liab.</b>			7930117880001	3/5/2023	3/5/2024	Ded: \$2,500/Ea Claim <b>5,000,000</b>

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

Agreement CCF01-22

The State of WA and Snohomish County, its officers, officials, agents and employees are included as additional insured. Coverage is Primary and Non-Contributory. Waiver of Subrogation applies. See attached endorsements.

**APPROVED**

By Snohomish County Risk Mngt (S.Barker) at 10:53 am, May 22, 2023

**CERTIFICATE HOLDER****CANCELLATION**

<b>Snohomish County</b> 3000 Rockefeller Ave., M/S 607 Everett, WA 98201	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 

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM III**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.	Any location where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, environmental damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury, property damage** or **environmental 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 location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

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

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

whichever is less.

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

All other terms and conditions remain the same.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE**

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

Any person or organization that the Named Insured agreed to add as an additional insured in a written contract or written agreement that was fully executed by the Named Insured prior to the performance of the Named Insured's work that is the subject of such written contract or written agreement.

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**Location And Description Of Completed Operations:**

Any location, and completed operations at such location, where required by the written contract or written agreement in which the Named Insured agreed to add the person or organization qualifying as an additional insured under this endorsement.

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- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

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

- B. With respect to the insurance afforded to these additional insureds, the following is added to 1. Limits of Insurance in SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

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

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

whichever is less.

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

All other terms and conditions remain the same.

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

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

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

**Primary And Noncontributory Insurance**

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

- a. The additional insured is a named insured under such other insurance; and
- b. The **Named Insured** has agreed in writing in a contract or agreement that this insurance would:
  - (1) Act primary to any other insurance available to the additional insured; and
  - (2) Would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain the same.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a fully executed written contract.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV – CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payments we make for injury or damage arising out of your negligence during:

1. Your ongoing operations; or
2. **Your work;**

performed under a written contract with such person or organization and included in the **products-completed operations hazard**. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) in the written contract prior to loss. This waiver applies only to the person or organization shown in the SCHEDULE above.

All other terms and conditions remain the same.

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

## **DESIGNATED CONSTRUCTION PROJECT(S) AGGREGATE LIMIT**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

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

Any construction project for which the "Named Insured" agreed to provide a designated per project aggregate limit in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded for such construction project will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.

**Total Designated Construction Project(s) Aggregate Limit: \$ 5,000,000**

- 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:
- 1.** 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 of all damages under Section I - Coverage **A**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, and for medical expenses under Section I - 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.** The Total Designated Construction Project(s) Aggregate Limit shown in the SCHEDULE above is the most we will pay for the sum of all damages caused by **occurrences** under Section I – Coverage **A**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at designated construction projects.

4. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments will also reduce the Total Designated Construction Project(s) Aggregate Limit shown in the SCHEDULE above. However, such payments will not reduce:
    - a. The General Aggregate Limit or Policy Aggregate Limit shown in the Declarations; or
    - b. Any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the SCHEDULE above.
  5. 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 or Policy 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 Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C** will:
1. Reduce the amount available under the General Aggregate Limit and Policy Aggregate Limit shown in the Declarations; and
  2. Not reduce any Designated Construction Projects Aggregate Limit or the Total Designated Construction Project(s) Aggregate Limit.
- C.** If the applicable designated construction project has been abandoned, delayed or abandoned and restarted, or if the authorized contracting parties deviate from plans, blueprints, specifications or timetables, we will deem the project to be the same construction project as it was originally listed in the SCHEDULE above.

All other terms and conditions remain the same.