

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 01/14/2025

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					CONTACT Frank Jacobs					
Insurance Solutions & Services, Inc.					PHONE (732) 738-6080 FAX (732) 738-6080 A/C, No.: (732) 738-6081					
619 Amboy Avenue					E-MAIL ADDRESS: fjacobs@issi-nj.com INSURER(S) AFFORDING COVERAGE NAIC #					
Edison NJ 08837					INSURER A : UNITED STATES FIRE INSURANCE COMPANY					
INSURED					INSURER B : THE NORTH RIVER INSURANCE COMPANY					
Arora Engineers, LLC					INSURER C : Continental Casualty Co. 2					
61 Wilmington West Chester Pl	INSURER D :									
Suite 100					INSURER E :					
Chadds Ford PA 19317					INSURER F :					
COVERAGES CER	7 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		SUBR WVD	POLICY NUMBER		LICY EFF /DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000 \$ 300,0	0,000 000	
						04/01/2025	MED EXP (Any one person)	\$ \$ 5,000		
		Y	5432336883	04/	04/01/2024		PERSONAL & ADV INJURY	\$ 2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000		
							PRODUCTS - COMP/OP AGG		0,000	
OTHER:								\$		
					04/01/2024		COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
						04/01/2025	BODILY INJURY (Per person)	\$		
B OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY	Y	Y	1337565006	04/			BODILY INJURY (Per accident)			
							PROPERTY DAMAGE (Per accident)	\$		
								\$		
							EACH OCCURRENCE	\$ 10,000,000		
B EXCESS LIAB CLAIMS-MADE	Y	Y	5821231302	04/	/01/2024	04/01/2025	AGGREGATE	<sub>\$</sub> 10,0	00,000	
DED 🗙 RETENTION \$ 0							\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N					04/01/2024	04/01/2025	PER STATUTEOTH- ER			
A ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A		4087467243	04/			E.L. EACH ACCIDENT			
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE			
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	Ψ	0,000	
Professional/ Pollution Liability							Limit/Aggregate		00,000	
C Valuable Papers - 2449202886			591928722	04/0	/01/2024	04/01/2025	Deductible	\$50,000		
							Val. Papers Limit	\$250	,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)   Snohomish County, its officiers, officials, employees and agents are included as Additional Insured with regards to the General Liability, Automobile Liability, and Umbrella Liability as respects the Operations of the Insured. Coverage is provided on a primary and non-contributory basis. A Waiver of Subrogation applies subject to state rules and regulations. Waiver of Subrogation and Additional Insured status are subject to written contract requirements. *45 Day Notice of Cancellation applies/10 Days for Non-Payment of Premium.   RFQ No: 24-011BC   Arora project no: 168025.000   CERTIFICATE HOLDER										
Snohomish County 10108 32nd Avenue West, Ste G					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Everett,	Everett, WA 98204 Fully									
					(	© 1988-2015	ACORD CORPORATION.	All ria	nts reserved.	

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# 11. Broad Form Named Insured

Paragraph **1.d.** under Section **II** – Who Is An Insured is amended to include the following:

If you are an organization other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage will qualify as an insured only if other valid and collectible insurance does not apply.

# 12. Fellow Employee Coverage

Paragraph 2.a. (1)(a) under Section II – Who Is An Insured is hereby deleted.

# 13. Incidental Medical Malpractice Liability

Paragraph **2.a.** (1)(d) under Section II – Who Is An Insured does not apply to "employees" who are employed as nurses or other "employees", excluding physicians and medical doctors, who provide incidental health care services within the scope of their employment by you.

# 14. Newly Acquired Organizations

Paragraph **3.a.** under Section **II** – Who Is An Insured is hereby deleted and replaced by the following:

a. Coverage under this provision is afforded only until the end of the policy period.

# 15. Additional Insureds By Written Contract

Section **II** – Who Is An Insured is amended to include as an additional insured, any person or organization whom you are required to add as an additional insured to this policy by written contract or written agreement that is:

- a. Currently in effect or becoming effective during the term of this policy; and
- **b.** Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- **1.** The insurance provided to the additional insured applies as follows:
  - (a) That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your negligent acts or omissions at or from:
    - (i) Premises you own, rent, lease or occupy; or
    - (ii) Your ongoing operations performed for the additional insured at the jobsite indicated by the written contract or written agreement.
  - (b) The limits of insurance applicable to the additional insured are those specified in the

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written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and not in addition to, the limits of insurance shown in the Declarations of this policy.

- 2. If the additional insured is an architect, engineer or surveyor, the insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by:
  - (a) The rendering of or failure to render any professional services including preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (b) Any supervisory, inspection or engineering services.
- **3.** With respect to the insurance afforded these additional insured(s), the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury":

- (a) Occurring after 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
- (b) Occurring after 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 part of the same project.

Paragraph **a**. Primary Insurance of Condition **4**. Other Insurance under Section **IV** – Commercial General Liability Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Paragraph **15.** of the General Liability Enhancement Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract between you and the additional insured specifically requires that this insurance be primary.

# 16. Additional Insured – Lessors Of Leased Equipment

Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment and with whom you have agreed to add as an additional insured to this policy by written contract or written agreement but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insured(s), this insurance does not apply to any "occurrence" which takes place after the equipment lease expires or is

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terminated.

# 17. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section **II** – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision which has issued a permit or authorization to you.

- **a.** This applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- **b.** This insurance does not apply to:
  - (1) "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
  - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

# 18. Additional Insured – Vendors

Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) whom you have agreed to add as an additional insured to this policy by written contract or written agreement but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- **c.** Any physical or chemical change in the product made intentionally by the vendor;
- **d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations

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performed at the vendor's premises in connection with the sale of the product;

- **g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- **h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in subparagraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom or which you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The coverage afforded the additional insured under this provision will be excess over any valid and collectible insurance available to the additional insured as an additional insured under a policy issued to a manufacturer or distributor for products manufactured, sold, handled or distributed unless you require that this insurance be primary and non-contributory.

#### 19. Broad Knowledge / Notice Of Occurrence

Section **IV** – Commercial General Liability Conditions is amended to include the following:

The requirement in Condition **2.a.**, which states that you must see to it that we are notified of any "occurrence" or offense, applies only when the "occurrence" or offense is known to:

- 1. You, if you are an individual;
- **2.** A partner, if you are a partnership;
- 3. A member, if you are a joint venture;
- **4.** An "executive officer", manager or supervisor if you are a corporation; or
- 5. A member, if you are a limited liability company.

The requirement in Condition **2.b.**, which states that you must see to it that we receive notice of a claim or "suit", will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- 1. You, if you are an individual;
- **2.** A partner, if you are a partnership;
- **3.** A member, if you are a joint venture;
- 4. An "executive officer", manager or supervisor if you are a corporation; or
- 5. A member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a claim or "suit" for a liability "occurrence" for coverage which is provided by

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this policy, failure to report such "occurrence" to us at the time of the accident shall not be a violation of the notification of loss condition (Condition **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions) contained in this policy. It is agreed, however, that you shall give notification of such claim or "suit" to us as soon as you are made aware of the fact that the particular accident has developed into a claim or "suit".

# 20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions is amended to include the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- **b.** Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

Alternatively, the written contract may be executed after the "bodily injury", "property damage" or "personal and advertising injury" but only if:

- (i) The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury"; and
- (ii) The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage" or "personal and advertising injury".

# 21. Unintentional Failure To Disclose Hazards

Section **IV** – Commercial General Liability Conditions is amended to include the following:

# 9. Unintentional Failure To Disclose Hazards

Your unintentional failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

# 22. Mental Anguish, Mental Injury Or Humiliation

The definition of "bodily injury" in Paragraph 3. under Section V – Definitions is hereby deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including

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mental anguish, mental injury, humiliation or death resulting from any of these at any time.

# 23. Mobile Equipment

Paragraph **12.** under Section **V** – Definitions is amended to include the following:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

# 24. Waiver Of Sovereign Immunity

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity".

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

#### 25. Liberalization Clause

If we adopt a change in the coverage form, CG 00 01, which broadens coverage without an additional premium charge, the broader coverage will apply to this policy on the effective date of approval in the state shown in the Named Insured's address in the Declarations of this policy.

#### 26. Application Of This Endorsement

The coverage enhancements provided by this endorsement apply to the Commercial General Liability Coverage Part. If your policy includes other endorsements in addition to this General Liability Enhancement Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this General Liability Enhancement Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this General Liability Enhancement Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this General Liability Enhancement Endorsement.

All other terms and conditions remain unchanged.

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