

**CHARTIS SPECIALTY INSURANCE COMPANY**  
(A Capital Stock Company, herein called the Company)  
175 Water Street  
New York, NY 10038

**CONTRACTOR'S POLLUTION LIABILITY POLICY  
CLAIMS MADE AND REPORTED COVERAGE**

**DECLARATIONS**

**NOTICE:** THIS IS A CLAIMS-MADE AND REPORTED POLICY. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT AND ALSO SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY OTHER COSTS COVERED BY THIS INSURANCE.

**POLICY NUMBER:** CPL 14902522

**Item 1. NAMED INSURED:** CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

**ADDRESS:** 101 FIRST STREET SE  
CEDAR RAPIDS, IA 52401-1205

**Item 2. POLICY PERIOD:** FROM: October 1, 2013 TO: October 1, 2016  
12:01 AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE

**Item 3. LIMIT OF LIABILITY:**

COVERAGE A	\$1,000,000	EACH LOSS
COVERAGE B	\$250,000	EACH LOSS
	\$2,000,000	AGGREGATE

**Item 4. DEDUCTIBLE:** \$10,000 EACH LOSS

**Item 5. RETROACTIVE DATE:** OCTOBER 1, 2013

**Item 6. POLICY PREMIUM:** \$17,235.00

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002:  
Not Applicable, Coverage Rejected By Insured

**Broker:** AON RISK SERVICES CENTRAL INC  
8182 MARYLAND AVE  
SAINT LOUIS, MO 63105

**This policy is issued, pursuant to Iowa Code section 515.120, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.**



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producercompensation](http://www.aig.com/producercompensation) or by calling 1-800-706-3102.

## FORMS SCHEDULE

**Named Insured:** CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT  
**Policy Number:** CPL 14902522  
**Effective 12:01 AM:** October 1, 2013

<u>End't. No.</u>	<u>Form Name</u>	<u>Form Number/ Edition Date</u>	
	CSIC CPL Declarations Page	96130	(11/09)
	CSIC CPL Policy Form	96129	(11/09)
	Notice of Loss/Notice of Claim	91968	(12/06)
1	Additional Insured(s) Endorsement	96099	(10/07)
2	CPL Projectprotect Owner Controlled Project End	109169	(06/12)
3	Crisisresponse and Crisis Management Endorsement	109053	(07/11)
4	Schedule Of Approved Crisis Management Firms	109398	(09/12)
5	Eifs Exclusion Endorsement	96108	(10/07)
6	Terrorism Excl - All (Incl Cert Acts Of Terrorism)	97640	(03/08)

## Gaining the Ultimate Value-Added Advantage Through AIG Environmental

**Insured:** CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

**Policy # :** CPL 14902522

**Effective Date:** October 1, 2013

Thank you for purchasing your environmental insurance policy through AIG Environmental!

At AIG Environmental, we enhance the coverage of every environmental insurance policy by providing insureds complimentary access to the following tools and programs to help manage environmental risk, mitigate environmental loss, and conduct loss control:

### **PIER (Pollution Incident and Environmental Response)**<sup>®</sup>

Policyholders have access to pre-screened crisis management specialists who respond in a timely manner to environmental incidents, including indoor air quality issues such as mold and Legionella pneumophila. Rates are pre-negotiated, thus helping insureds to minimize or mitigate loss associated with such incidents. Environmental insurance policyholders are automatically enrolled in this program.

- To access the right resources to respond to an environmental incident, call 1-877-PIER-NOW (743-7669) and speak with a representative regarding the nature of your incident

### **Claims Expertise**

Our pollution claims operation, with 80+ claims specialists, is the largest in the industry. The depth and breadth of our operation means we can devote expertise to environmental claims of all types.

- Report your claim by sending a fax to 866-260-0104 or emailing SeverityFNOL@aig.com.

### **GLP RiskTool System**<sup>®</sup>

The complimentary, web-based system brings together a myriad of information that a company needs to manage Environmental, Health and Safety (EH&S) programs in one virtual "reference desk." By supporting on-line management and tracking of EH&S issues and providing templates, GLP RiskTool System presents a turnkey approach to establish your own EH&S program.

- Register for GLP RiskTool System by visiting [www.risktool.com](http://www.risktool.com). All you need is your environmental insurance policy number.

### **Transportation Loss Control Programs**

We provide a number of transportation-related programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include preventive driving sessions and mock Department of Transportation audits.

- To learn more, contact [environmental@aig.com](mailto:environmental@aig.com).

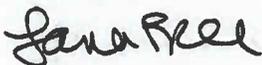
### **Environmental Portal**

Portal is a secure, Internet-based system that allows our clients to track environmental insurance policies for multiple site portfolios. Policyholders can check the status of coverage requests 24/7, upload and download policy-related reports and documents, and more.

- Register for Environmental Portal by visiting [www.aig.com](http://www.aig.com).

AIG Environmental is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance in the event of a pollution-release event.

Thank you,



Lana Fulton Keppel  
Environmental Division Executive



POLICYHOLDER DISCLOSURE STATEMENT  
UNDER  
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, if such coverage is purchased, coverage provided by the policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

Coverage for Acts of Terrorism is not included in the policy referenced below as the insured has rejected the offer to purchase such insurance.

CHARTIS SPECIALTY INSURANCE COMPANY  
NAMED INSURED: CITY OF CEDAR RAPIDS  
POLICY #: CPL 14902522  
EFFECTIVE DATES: 10/01/2013 TO 10/01/2016

BINDER WITH NO CERTIFIED ACT INSURANCE (COVERAGE REJECTED BY INSURED)  
81273 (12/02)  
C11960

**CHARTIS SPECIALTY INSURANCE COMPANY**  
**CONTRACTORS POLLUTION LIABILITY POLICY**  
**CLAIMS MADE AND REPORTED COVERAGE**

**NOTICE**

THIS POLICY CONTAINS CLAIMS MADE AND REPORTED REQUIREMENTS. ADDITIONALLY, THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENTS UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE NAMED INSURED MAY HAVE PURCHASED.

PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES, AND WHAT IS AND IS NOT COVERED. VARIOUS PROVISIONS THROUGHOUT THIS POLICY RESTRICT OR EXCLUDE COVERAGE. PLEASE NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS AND SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

TERMS APPEARING IN BOLD-FACED TYPE OTHER THAN SECTION HEADINGS ARE DEFINED IN SECTION VII.

In consideration of payment of the premium and deductible by the **Named Insured** and in reliance upon the statements in the **Named Insured's** Application made a part hereof, the Company agrees with the **Insured**, subject to all the terms, exclusions and conditions of this Policy, as follows:

**I. INSURING AGREEMENTS**

**1. COVERAGES**

**COVERAGE A - LEGAL LIABILITY**

The Company will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Loss** as a result of **Claims** for **Bodily Injury**, **Property Damage** or **Environmental Damage** resulting from **Pollution Conditions** caused by **Covered Operations**. **Claims** for **Bodily Injury**, **Property Damage** or **Environmental Damage** must be first made against the **Insured** during the **Policy Period** and reported to the Company as set forth in Subparagraph 2. below.

For this Coverage to apply, all of the following conditions must be satisfied:

1. The **Covered Operations** which result in a **Claim** must commence on or after the Retroactive Date stated in Item 5. of the Declarations.
2. The **Insured** must report the **Claim** to the Company, in writing, as provided in Section III. **CLAIMS AND NOTICE PROVISIONS, A. INSURED'S DUTIES WHEN THERE IS A CLAIM OR EMERGENCY RESPONSE COSTS**, subparagraph 1., of this Policy, during the **Policy Period** or within sixty (60) days thereafter or within the Extended Reporting Period if applicable.
3. Such **Pollution Conditions** must be unexpected and unintended from the standpoint of the **Insured**.

**COVERAGE B - EMERGENCY RESPONSE COSTS**

The Company will pay **Emergency Response Costs** resulting from **Pollution Conditions** caused by **Covered Operations**. **Emergency Response Costs** must be first incurred by the **Insured** and reported to the Company

during the **Policy Period**.

For this Coverage to apply, all of the following conditions must be satisfied:

1. The **Insured** must report the **Emergency Response Costs** to the Company, in writing, as provided in Section III. **CLAIMS AND NOTICE PROVISIONS, A. INSURED'S DUTIES WHEN THERE IS A CLAIM OR EMERGENCY RESPONSE COSTS**, Subparagraph 1. and Subparagraph 3. of this Policy, during the **Policy Period**.
2. Such **Pollution Conditions** must be unexpected and unintended from the standpoint of the **Insured**.

## 2. DEFENSE

When a **Claim** is made against the **Insured** to which Section I. **INSURING AGREEMENT. 1. COVERAGES** applies, the Company has the right to defend, including but not limited to the right to appoint counsel, and the duty to defend such **Claim**, even if groundless, false, or fraudulent.

Upon the **Insured's** satisfaction of any applicable deductible amounts, **Claim Expenses** shall be paid by the Company and such payments shall be included as **Loss** and reduce the available Limit of Liability. The Company shall not be obligated to defend or continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Claim Expenses** or **Loss** or both.

## 3. SETTLEMENT

The Company will present any settlement offers to the **Insured**, and if the **Insured** refuses to consent to any settlement within the limits of liability of this Policy recommended by the Company and acceptable to the claimant, the Company's duty to defend the **Insured** shall then cease and the **Insured** shall thereafter negotiate or defend such **Claim** independently of the Company and the Company's liability shall not exceed the amount, less the Deductible or any outstanding Deductible balance, for which the **Claim** could have been settled if such recommendation was consented to.

## II. EXCLUSIONS

This Policy does not provide coverage and the Company will not pay any **Claims, Claim Expenses** or **Loss**:

### A. PRIOR KNOWLEDGE:

Based upon or arising from **Pollution Conditions** resulting from **Covered Operations** existing prior to the **Inception Date** and known by a **Responsible Insured** and not disclosed in the application for this Policy, or any previous policy for which this Policy is a renewal thereof.

### B. INTENTIONAL NON-COMPLIANCE:

Based upon or arising out of any **Responsible Insured's** knowing, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

### C. PRODUCT LIABILITY:

Based upon or arising out of the sale, distribution, design or manufacture of a product unless installed as part of **Covered Operations**.

### D. CONTRACTUAL LIABILITY:

1. Based upon or arising out of liability of others assumed by the **Insured** under any contract or agreement. This Exclusion does not apply to liability:
  - a. Arising from **Covered Operations** performed by subcontractors of the **Named Insured**, provided such liability is assumed by the **Named Insured** in a written contract with its client for such operations and the **Claim** occurs subsequent to the execution of the contract;
  - b. Assumed in a contract or agreement that is an **Insured Contract**, provided that the **Claim** occurs subsequent to the execution of the contract or agreement; or
  - c. That the **Named Insured** would have in the absence of the contract or agreement.
2. Solely with respect to **Emergency Response Costs**, based upon or arising out of liability of others assumed by the **Insured** under any contract or agreement.

#### **E. EMPLOYERS LIABILITY:**

For **Bodily Injury** sustained by any employee of the **Named Insured** while engaged in employment by the **Named Insured** or by any person whose right to assert a **Claim** against the **Named Insured** arises by reason of any employment, blood, marital, or any other relationship with such employee. This Exclusion applies:

1. Whether the **Named Insured** may be responsible as an employer or in any other capacity; or
2. To any obligation to share damages with or repay someone else who must pay damages because of **Bodily Injury**.

However, this Exclusion does not apply to liability assumed by the **Named Insured** under an **Insured Contract**.

#### **F. WORKERS COMPENSATION:**

Based upon or arising out of any obligation for which an **Insured** or any party may be held liable under any unemployment, Workers' Compensation, disability benefits, or other similar laws.

#### **G. WAR:**

Based upon or arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

#### **H. TRANSFER, STORAGE OR DISPOSAL FACILITY:**

Based upon or arising out of any waste, products or materials which have been delivered to a transfer, storage or disposal facility located beyond the boundaries of a job site where **Covered Operations** are being performed.

#### **I. PROFESSIONAL LIABILITY:**

Based upon or arising out of professional services rendered or failed to be rendered by the **Named Insured** or others for whom the **Named Insured** is legally liable, including, but not limited to, recommendations, opinions or strategies rendered for architectural, consulting, design or engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance, equipment selection, or related construction management, supervisory, inspection or engineering services. This Exclusion does not apply to any **Claims** alleging liability against the **Named Insured** on the basis of improper

supervision or lack of supervision of any sub-contractors performing **Covered Operations**.

#### J. NUCLEAR LIABILITY:

Based upon or arising out of the radioactive, toxic or explosive properties of **Nuclear Material**, and for which the United States Department of Energy or any other government authority has indemnified the **Insured**, or for which the Price Anderson Act provides protection for the **Insured**.

#### K. PROPERTY DAMAGE:

Based upon or arising out of:

1. **Property Damage** to the **Named Insured's Products**; or
2. **Property Damage** to that particular part of real property on which the **Named Insured**, or any persons or entities acting on the **Named Insured's** behalf, are performing **Covered Operations**, including any **Property Damage** caused by materials, parts or equipment furnished in connection with such **Covered Operations**. However, this Exclusion does not apply to **Completed Operations**.

#### L. PROPERTY DAMAGE TO MOTOR VEHICLES:

Based upon or arising out of **Property Damage** to any **Motor Vehicle** utilized during **Transportation**. This Exclusion does not apply to **Claims** made by third-party carriers of the **Insured** for such **Property Damage** arising from the **Insured's** negligence.

#### M. INSURED VS. INSURED:

Brought by an **Insured** against another **Insured**. However, this Exclusion does not apply to **Claims** brought by clients of the **Named Insureds**, as included in Section VII. **DEFINITIONS**, Paragraph K. **Insured**, Subparagraph 4.

#### N. OWNED PROPERTY:

Based upon or arising from or in connection with any real property or facility which is, or was at any time, owned, operated or rented by the **Named Insured** or by any entity that:

1. wholly or partly owns, operates, manages, or otherwise controls the **Named Insured**; or
2. is wholly or partly owned, operated, managed or otherwise controlled by the **Named Insured**.

### III. CLAIMS AND NOTICE PROVISIONS

#### A. INSURED'S DUTIES WHEN THERE IS A CLAIM OR EMERGENCY RESPONSE COSTS

As a condition precedent to the right of coverage provided by this Policy, the **Insured** must do the following:

1. In the event of a **Claim** or **Emergency Response Costs**, the **Insured** shall give the Company's representative(s), as identified in this paragraph, immediate notice of receipt of the **Claim** or **Emergency Response Costs** by the **Insured**.

All **Claims** and **Emergency Response Costs** shall be reported to:

Manager, Pollution Insurance Products Dept.  
AIG Property Casualty Claims, Inc.

Attn.: CID  
101 Hudson Street, 31st Floor  
Jersey City, NJ 07302  
Fax: 866-260-0104  
Email: [severityfnol@aig.com](mailto:severityfnol@aig.com)

or other address(es) as substituted by the Company in writing.

2. The **Insured** shall furnish information at the request of the Company. When a **Claim** has been made, the **Insured** shall forward the following to the Company as soon as practicable after receipt, or receipt by the **Insured's** representative or agent:
  - (a) All correspondence between the **Insured** and any third party claimant;
  - (b) All demands, summons, notices or other processes or papers filed with a court of law, administrative agency or an investigative body;
  - (c) All technical reports, laboratory data, field notes or any other documents generated by persons hired by the **Insured** to investigate the **Claim**;
  - (d) All expert reports, investigations and data collected by experts retained by the **Insured** whether or not the **Insured** intends to use the material for any purpose; and
  - (e) Any other information developed or discovered by the **Insured** concerning the **Claim** whether or not deemed by the **Insured** to be relevant to the **Claim**.
3. When **Emergency Response Costs** have been incurred, the **Insured** shall forward to the Company within seven (7) days of the commencement of **Pollution Conditions** for which the **Emergency Response Costs** have been incurred all information including but not limited to: the cause and location of the **Pollution Conditions**, technical reports, laboratory data, field notes, expert reports, investigations, data collected, invoices, regulatory correspondence or any other documents relating to such **Emergency Response Costs**.
4. All **Insureds** shall cooperate with the Company to the fullest extent possible by providing the assistance necessary to adjust, investigate, and defend the **Claim** or adjust and investigate **Emergency Response Costs**, and shall participate in discussions regarding cleanup or performance of a cleanup should the Company exercise its rights under Paragraph B. of this Section.
  - (a) The **Insured** agrees to provide the Company access to interview any employee, agent, representative, or independent contractor of the **Insured** and review any documents of the **Insured** concerning the **Claim** or **Emergency Response Costs**.
  - (b) Upon the Company's request, the **Insured** shall attend hearings, depositions, and trials, assist in effecting settlements, securing and giving evidence, and obtaining the attendance of witnesses, and offer all reasonable assistance in the investigation and defense of **Claims** made under this Policy.
  - (c) No **Insured** shall admit liability, waive, or extend any statute or period of limitation, or, except at such **Insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense except for **Emergency Response Costs**, without the Company's prior written consent.
  - (d) An **Insured**, as often as the Company may reasonably require, shall separately submit to examination(s) under oath.
  - (e) The **Insured** shall refrain from discussing the facts and circumstances of any **Claim** or **Emergency**

**Response Costs** with anyone other than legal counsel or representatives of the Company.

## **B. RIGHTS OF THE COMPANY**

The Company shall have the right but not the duty to participate in decisions regarding **Clean-Up Costs** and to assume direct control over all aspects of the cleanup and the adjustment of any **Claim** or **Emergency Response Costs** up to the Limit of Liability. In case of the exercise of this right, the **Insured**, on demand of the Company, shall promptly reimburse the Company for any element of **Loss** falling within the **Insured's** deductible.

## **C. REPORTING OF A POSSIBLE CLAIM**

1. If during the **Policy Period**, the **Insured** first becomes aware of a **Possible Claim**, the **Insured** may provide written notice to the Company during the **Policy Period** containing all the information required under Paragraph 2. below. Any **Possible Claim** which subsequently becomes a **Claim** made against the **Insured** and reported to the Company within five (5) years after the end of the **Policy Period** of this Policy or any continuous, uninterrupted renewal thereof, shall be deemed to have been first made and reported during the **Policy Period** of this Policy. Such **Claim** shall be subject to the terms, conditions and limits of coverage of the policy under which the **Possible Claim** was reported.
2. It is a condition precedent to the coverage afforded by this Section III. C. that written notice under Paragraph 1. above contain all of the following information: (a) the cause of the **Pollution Conditions**; (b) the job site or other location where the **Pollution Conditions** took place; (c) the **Bodily Injury, Property Damage or Environmental Damage** which has resulted or may result from such **Pollution Conditions**; (d) the **Insured(s)** which may be subject to the **Claim** and any potential claimant(s); (e) all engineering information available on the **Pollution Conditions** and any other information that the Company deems reasonably necessary; and (f) the circumstances by which and the date the **Insured** first became aware of the **Possible Claim**.

## **D. MEDIATION**

If the **Named Insured** and the Company jointly agree to utilize **Mediation** as a means to resolve a **Claim** made against the **Insured**, and if such **Claim** is resolved as a direct result of the **Mediation**, the **Named Insured's** deductible obligation shall be reduced by 50% subject to a maximum reduction of \$25,000. The Company shall reimburse the **Named Insured** for any such reimbursable deductible payment made prior to the **Mediation** as soon as practicable after the conclusion of the **Mediation**.

## **IV. LIMITS OF LIABILITY AND DEDUCTIBLE**

Regardless of the number of **Claims**, claimants, **Pollution Conditions** or **Insureds** under this Policy, the following limits of liability apply:

### **A. LIMITS OF LIABILITY - AGGREGATE**

The Company's total liability for all **Loss** shall not exceed the "Aggregate" stated in Item 3. of the Declarations.

Once the "Aggregate" Limit of Liability has been exhausted, the Company shall not defend any **Claim**, or pay **Loss**.

### **B. LIMITS OF LIABILITY - EACH LOSS**

Solely with respect to Coverage A, and subject to Paragraph **A . LIMITS OF LIABILITY - AGGREGATE** above, the "Each Loss" Limit for Coverage A stated in Item 3. of the Declarations is the most the Company will pay for all **Loss** arising out of any one **Pollution Condition** or the same, related or continuous **Pollution Conditions**.

Once the "Each Loss" Limit of Liability has been exhausted, the Company shall not defend any **Claim**, or pay **Loss**.

Solely with respect to Coverage B, and subject to Paragraph **A. LIMITS OF LIABILITY - AGGREGATE** above, the most the Company will pay for all **Loss** arising out of any one **Pollution Condition** or the same, related or continuous **Pollution Conditions** is \$250,000.

### **C. MULTIPLE CLAIMS**

If the **Insured** first notifies the Company of a **Claim** or **Emergency Response Costs** during the **Policy Period** in accordance with Section III., then all **Claims** or **Emergency Response Costs** arising out of the same, continuous or related **Pollution Conditions** that are reported to the Company under any subsequent Contractors Pollution Liability Policy(ies) shall be deemed to have been first reported to the Company during the **Policy Period**.

### **D. DEDUCTIBLE - EACH LOSS**

The "Each Loss" deductible stated in Item 4. of the Declarations applies to all **Loss** arising out of any one **Pollution Condition** or out of the same, related or continuous **Pollution Conditions**. The deductible shall be paid by the **Named Insured** and remain uninsured. The Limits of Liability shall apply in excess of the deductible.

The Company may advance payment of part or all of the deductible amount and, upon notification of such payment made, the **Named Insured** shall promptly reimburse the Company for the deductible amounts advanced by the Company.

### **V. EXTENDED REPORTING PERIOD**

If this Policy is non-renewed or cancelled (for any reason other than non-payment of premium), the **Named Insured** shall have the right to purchase, for an additional premium of 100% of the total annual premium of this Policy, a twelve (12) month Extended Reporting Period. Any **Claim** made against the **Insured** during the Extended Reporting Period must arise from **Covered Operations** performed prior to the cancellation or expiration date of this Policy and on or after the Retroactive Date stated in Item 5. of the Declarations.

To exercise this right, the **Named Insured** must send a request for the Extended Reporting Period in writing to the Company not later than thirty (30) days after the cancellation or expiration date of this Policy. Failure by the **Named Insured** to give such notice within thirty (30) days waives the right to the Extended Reporting Period. The entire additional premium due must be paid at the time such request is made. Mailing by the **Named Insured** by registered mail of such notice to the Company at its address stated in the Declarations shall be sufficient proof of notice.

The quotation of a different premium or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

As a condition precedent to the **Named Insured's** right to purchase the Extended Reporting Period, the **Named Insured** must have satisfied all conditions of the Policy.

At the commencement of any Extended Reporting Period, the entire premium therefore shall be considered earned, and in the event the **Named Insured** terminates the Extended Reporting Period before its term, for any reason, the Company shall not be liable to return to the **Named Insured** any portion of the premium paid for such Extended Reporting Period.

The purchase of the Extended Reporting Period provision shall not serve to reinstate the Aggregate Limit or otherwise increase the Limits of Liability set forth in the Declarations.

## VI. CONDITIONS

### A. HOW OTHER INSURANCE APPLIES

Where other insurance may be available for **Loss** covered under this Policy, the **Insured** shall promptly upon request of the Company provide the Company with copies of all such policies. If other valid and collectible insurance is available to the **Insured** for **Loss** covered by this Policy, the Company's obligations are limited as follows:

1. Except as set forth in Subparagraph 3. below, this insurance is primary, and the Company's obligations are not affected unless any of the other insurance is also primary. In that case, the Company will share with all such other insurance by the method described in Paragraph 2. below.
2. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
3. This insurance is excess where the **Named Insured** is an insured on a pollution liability policy for **Covered Operations** performed by or on behalf of the **Named Insured** at a specific job site and the pollution liability policy applies to a specific job site. The Company will pay only its share of the amount of **Loss**, if any, that exceeds the total amount of all such other valid insurance.

### B. BANKRUPTCY

Bankruptcy or insolvency of the **Insured's** estate shall not relieve the Company of any of its obligations under this Policy.

### C. APPLICATION

The statements in the Application are the **Named Insured's** representations and are deemed material. This Policy is issued based upon the truth and accuracy of such representations. Upon the binding of coverage, the Application shall be deemed part of this Policy. This Policy embodies all agreements existing between the **Named Insured** and the Company or any of its agents relating to this Policy.

### D. AUDIT

The Company may examine and audit the **Named Insured's** books and records at any time during the **Policy Period** and within three (3) years after the final termination of this Policy, as far as they relate to this Policy.

### E. ACTION AGAINST THE COMPANY

No third party action shall lie against the Company, unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by the Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or his legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall

not relieve the Company of any of its obligations hereunder.

#### **F. CONCEALMENT OR FRAUD**

If the **Insured** reports any **Claim** or **Emergency Response Costs** knowing such **Claim** or **Emergency Response Costs** to be false or fraudulent, this Policy shall become void and all insurance coverage hereunder shall be forfeited. Further, this entire Policy shall be void if, whether before or after **Emergency Response Costs** are incurred or a **Claim** is first made, the **Named Insured** has willfully concealed or misrepresented: (i) any fact or circumstance material to the granting of coverage under this Policy, or (ii) any **Insured's** operations.

#### **G. SERVICE OF SUIT**

It is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Chartis Specialty Insurance Company, 175 Water Street, New York, New York 10038, or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **H. INSPECTION**

The Company shall be permitted but not obligated to inspect, sample, and monitor on a continuing basis the **Insured's** property or operations, at any time. Neither the Company's right to make inspections, sample, and monitor, nor the actual undertaking thereof nor any report thereon, shall constitute an undertaking, on behalf of the **Insured** or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

#### **I. SOLE AGENT**

The **Named Insured** first listed in Item 1. of the Declarations shall act on behalf of all other **Insureds**, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the Extended Reporting Period section.

#### **J. ASSIGNMENT**

This Policy may be assigned with the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.

#### **K. SUBROGATION**

If there is a payment made by the Company under this Policy, the Company shall be subrogated to all the **Insured's** rights of recovery against any person or organization. The **Insured** shall cooperate with the Company and do whatever is necessary to secure these rights. The **Insured** shall do nothing after a **Loss** to waive or prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of payment of **Loss** under this Policy (net of expenses incurred in making such recovery) shall accrue first to the **Insured** to the extent of any payment in excess of the limit of coverage of the Policy, then pro-rata to the **Insured** and the Company in proportion to the amount each actually paid as a result of judgment, settlement or defense of a **Claim** or **Emergency Response Costs**.

The Company agrees to waive this right of subrogation against a client of the **Insured** to the extent that the **Insured** had, prior to a **Claim** or **Emergency Response Costs**, a written agreement to waive such rights.

#### L. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

#### M. CANCELLATION

This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than sixty (60) days (ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. The Minimum Earned Premium shall be 25% as of the policy **Inception Date**. If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum earned premium stated above. If the Company cancels, earned premium shall be computed pro rata after applying the minimum earned premium stated above. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

#### N. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, Section II. Paragraph M. (Insured vs. Insured exclusion) and any rights or duties specifically assigned to the **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 or suit is brought. Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one **Insured** shall not prejudice the interest of coverage for another **Insured** under this Policy. Provided, however, that this Condition shall not apply to any **Insured** who is a parent, subsidiary or affiliate of the first **Named Insured** that misrepresented, concealed or breached a term or condition, or violated a duty under this Policy.

#### O. INDEPENDENT COUNSEL

In the event the **Insured** is entitled by law to select independent counsel to oversee the Company's defense of a **Claim** at the Company's expense, the attorney fees and all other expenses the Company must pay to that

counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of similar **Claims** in the community where the **Claim** arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Claims** similar to the one pending against the **Insured** and to require such counsel to have errors and omissions insurance coverage. With respect to any such counsel, the **Insured** agrees that counsel will timely respond to the Company's requests for information regarding the **Claim**.

Furthermore, the **Insured** may at any time, by the **Insured's** signed consent, freely and fully waive these rights to select independent counsel.

#### **P. CONDITIONS OF PAYMENT**

It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

#### **Q. TERRITORY**

This Policy only applies to:

1. **Claims**, which are made or brought, or
2. **Emergency Response Costs** incurred,

in the United States, its territories or possessions, or Canada, its provinces or territories.

However, this Policy does not apply to **Loss** resulting from **Covered Operations** that take place anywhere coverage would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

#### **R. VOLUNTARY PAYMENTS**

No **Insured** shall voluntarily enter into any settlement, or make any payment or assume any obligation unless in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, without the Company's consent which shall not be unreasonably withheld, except at the **Insured's** own cost.

### **VII. DEFINITIONS**

- A. Bodily Injury** means physical injury, or sickness, disease, mental anguish or emotional distress, sustained by any person, including death resulting therefrom.
- B. Claim** means a written demand received by an **Insured** seeking a remedy and alleging liability or responsibility on the part of the **Named Insured** for **Bodily Injury, Property Damage** or **Environmental Damage**. For the purposes of this Policy, **Claim** does not include a **Possible Claim** that was reported under a prior policy but which has become a **Claim** during the **Policy Period** of this Policy as described in Section III.C.
- C. Claim Expenses** means:

1. Fees charged by any lawyer designated by the Company; and
2. All other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if authorized by the Company.

**Claim Expenses** shall not include:

1. The salaries of any employee of the Company; and
2. Costs, charges or other expenses incurred by the **Insured** for goods supplied or services performed by or on behalf of the staff or salaried employees of the **Insured**, or its parent, subsidiary or affiliate, unless such costs, charges or other expenses are incurred with the prior written approval of the Company at its sole discretion.

**D. Clean-Up Costs** means reasonable and necessary expenses incurred in the investigation, removal, remediation including the associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:

1. To the extent required by **Environmental Laws**, or specifically mandated by court order, the government or any political subdivision of the United States of America or any state or any municipality thereof, or Canada or any province thereof; or
2. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or Canada or any province thereof, or by third parties.

**Clean-Up Costs** also includes **Restoration Costs**.

**E. Completed Operations** means work from **Covered Operations** that has been completed, including materials, parts or equipment furnished in connection with such work or operations.

**Covered Operations** will be deemed completed at the earliest of the following times:

1. When all of the work called for in the **Insured's** contract has been completed;
2. When all of the work to be done at the job site has been completed if the **Insured's** contract calls for work at more than one job site; or
3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or sub-contractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**F. Covered Operations** means those activities performed for a third party for a fee by or on behalf of the **Named Insured** at a job site. **Covered Operations** includes **Completed Operations** and **Transportation**.

**G. Emergency Response Costs** means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, incurred in the remediation of soil, surfacewater, groundwater or other contamination that must be incurred:

- i. in response to **Pollution Conditions** that necessitate immediate action; and
- ii. within thirty-six (36) hours of the commencement of such **Pollution Condition(s)**; or as approved by the Company in writing.

**H. Environmental Damage** means physical damage to soil, surfacewater or groundwater, or plant or animal life, caused by **Pollution Conditions** and giving rise to **Clean-Up Costs**. **Environmental Damage** does not

include **Property Damage**.

**I. Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to **Pollution Conditions**.

**J. Inception Date** means the first date set forth in Item 2. of the Declarations.

**K. Insured** means:

1. The **Named Insured**;
2. Any person who is or was a director, officer, partner, member, or employee, including a temporary or leased employee, of the **Named Insured** while acting within the scope of his or her duties as such;
3. Joint ventures in which the **Named Insured** is named as a co-venturer but only with respect to the liability arising out of the **Named Insured's Covered Operations**;
4. The client for whom the **Named Insured** performs or performed **Covered Operations**, provided that a written contract or agreement is in effect between the **Named Insured** and the client. However, such clients are covered under this Policy solely with respect to **Loss** arising from **Covered Operations** and are not covered for any **Loss** arising from the client's own liability. Clients of the **Named Insured** are covered under this Policy only for Limits of Liability up to and not exceeding the amount required by the written contract with the **Named Insured** and subject to the Limits of Liability of this Policy; and
5. A Limited Liability Company in which the **Named Insured** is a member and all members but only with respect to the liability arising out of the **Named Insured's Covered Operations**.

**L. Insured Contract** means:

1. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
2. That part of any other contract or agreement pertaining to the **Named Insured's Covered Operations** (including an indemnification of a municipality in connection with work performed for a municipality) whereby the **Named Insured** assumes the tort liability of another party to pay for **Bodily Injury, Property Damage** or **Environmental Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**M. Loss** means:

1. With respect to **Claims for Bodily Injury or Property Damage**:
  - a. Monetary awards or settlements of compensatory damages;
  - b. where allowable by law, punitive, exemplary, or multiple damages; and
  - c. civil fines, penalties, or assessments;
2. **Clean-Up Costs** arising from **Environmental Damage**;
3. **Emergency Response Costs**; or
4. **Claim Expenses**.

**N. Mediation** means non-binding intervention by a neutral third party.

- O. Microbial Matter** means fungi, mold or mildew, whether or not such **Microbial Matter** is living.
- P. Motor Vehicle** means an automobile, van, truck, trailer or semi-trailer designed and registered to travel on public roads.
- Q. Named Insured** means the person or entity designated as such in Item 1. of the Declarations.
- R. Named Insured's Product** means goods, products, or pieces of equipment, including component parts thereof and including other products in which such goods, products or pieces of equipment are incorporated, which are manufactured, sold, furnished, or supplied by the **Named Insured**, any subsidiary of the **Named Insured**, any entity which wholly or partly owns, operates or manages the **Named Insured** or any subsidiary of such entity, or any person under license from the **Named Insured**.
- S. Natural Resource Damage** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- T. Nuclear Material** means Source Material, Special Nuclear Material or By-Product Material as defined in the Atomic Energy Act.
- U. Policy Period** means the period set forth in Item 2. of the Declarations, or any shorter period arising as a result of cancellation of this Policy.
- V. Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of **Covered Operations**, and such release or dispersal is unexpected and unintended from the standpoint of the **Insured**. **Pollution Conditions** shall not include **Microbial Matter**.
- W. Possible Claim** means **Pollution Conditions** that commenced on or after the **Inception Date** that the **Insured** reasonably expects may result in a **Claim**.
- X. Property Damage** means:
1. Physical injury to or destruction of tangible property of parties other than the **Insured** including the resulting loss of use and diminution in value thereof;
  2. Loss of use, but not diminution in value, of tangible property of parties other than the **Insured** that has not been physically injured or destroyed; or
  3. **Natural Resource Damage**.
- Property Damage** does not include **Environmental Damage**.
- Y. Responsible Insured** means the manager or supervisor of the **Named Insured** responsible for environmental affairs, control or compliance, or any manager, member, officer, director or partner of the **Named Insured**.
- Z. Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real

or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean-Up Costs** arising from **Environmental Damage**. **Restoration Costs** do not include costs associated with improvements or betterments.

**AA. Transportation** means the movement of cargo, beyond the boundaries of a job site, by a **Motor Vehicle** or watercraft while in due course of transit from the time of movement from its point of origin until its delivery to its final destination, including loading or unloading onto or from the **Motor Vehicle** or watercraft. **Transportation** does not include cargo off-loaded from the **Motor Vehicle** or watercraft, or cargo in or on a **Motor Vehicle** or watercraft at rest for a period longer than seventy-two (72) hours prior to reaching its final destination.

The remainder of this page has been intentionally left blank. Policy Signature Page shall immediately follow.

POLICY SIGNATURE PAGE

This Policy Signature Page,

forms a part of Policy No: CPL 14902522

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed by its President, Secretary and Authorized Representative.



\_\_\_\_\_  
Secretary  
Chartis Specialty Insurance Company



\_\_\_\_\_  
President  
Chartis Specialty Insurance Company

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.



\_\_\_\_\_  
Authorized Representative

**AIG**

**NOTICE OF LOSS/NOTICE OF CLAIM**

**INSTRUCTIONS: PLEASE ATTACH ALL CORRESPONDENCE RELATING TO THIS NOTICE OF LOSS AND MAIL COPIES OF THIS NOTICE TO EACH ADDRESS BELOW:**

Manager, Pollution Insurance Products Dept.  
AIG Property Casualty Claims, Inc.  
Attn.: CID  
101 Hudson Street, 31st Floor  
Jersey City, NJ 07302  
Fax: 866-260-0104  
Email: [severityfnol@aig.com](mailto:severityfnol@aig.com)

Date of Notice: \_\_\_\_\_

**NAMED INSURED:** CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

Telephone: ( ) \_\_\_\_\_  
Contact: \_\_\_\_\_

**ADDRESS OF INSURED:** 101 FIRST STREET SE  
CEDAR RAPIDS, IA 52401-1205

**BROKER NAME:** AON RISK SERVICES CENTRAL INC

Telephone: ( ) \_\_\_\_\_  
Contact: \_\_\_\_\_

**ADDRESS OF BROKER:** 8182 MARYLAND AVE  
SAINT LOUIS, MO 63105

**POLICY INFORMATION:**

Policy Number: CPL 14902522  
Policy Period: From: October 1, 2013 To: October 1, 2016

**Loss Information:**

Loss Location: \_\_\_\_\_

Date and Description Of Loss: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For AIG Use Only:  
Date Claim Notice Received: \_\_\_\_\_  
Date of Claim: \_\_\_\_\_

Company/Person Filing Suit (if applicable): \_\_\_\_\_

**NOTE:** Any person who knowingly files a Statement of Claim containing any false or misleading information is subject to criminal and civil penalties.

**ENDORSEMENT NO. 1**

**This endorsement, effective 12:01 AM, October 1, 2013**

**Forms a part of Policy No:** CPL 14902522

**Issued to:** CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

**By:** CHARTIS SPECIALTY INSURANCE COMPANY

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

**ADDITIONAL INSURED(S) ENDORSEMENT**

It is hereby agreed that Section VII., paragraph K. **Insured** is amended to include the following scheduled entity(s) as additional **Insured(s)** but solely as respects liability arising out of the **Covered Operations** performed by or on behalf of the **Named Insured**.

**Additional Insured(s)**

Any entity in which the Named Insured is required by written contract to add such entity as an Additional Insured(s) to this Policy, provided that the written contract is in effect prior to a Claim or Emergency Response Costs.

-and-

City of Cedar Rapids officers and employees  
Linn County and its employees  
HUD  
Hawkeye Area Community Action Program (HACAP)  
Affordable Housing Network, Inc. (AHNI)

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

**ENDORSEMENT NO. 2**

**This endorsement, effective 12:01 AM, October 1, 2013**

**Forms a part of Policy No:** CPL 14902522

**Issued to:** CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

**By:** CHARTIS SPECIALTY INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CPL PROJECTPROTECT<sup>®</sup> - OWNER CONTROLLED PROJECT ENDORSEMENT**

It is hereby agreed that this Policy applies only to the **Covered Operations** that are performed in connection with the following specified project:

- 1) Project Name: LEAD PAINT HAZARD CONTROL PROGRAM
- 2) Contract Designation # : N/A
- 3) Location: VARIOUS LOCATIONS IN CEDAR RAPIDS, IA
- 4) Project Owner: CITY OF CEDAR RAPIDS
- 5) Type Of Project: LEAD PAINT HAZARD CONTROL FOR LOW-INCOME HOUSING

As respects to the **Covered Operations** performed in connection with the preceding specified project, it is also hereby agreed that:

1. Section I. **INSURING AGREEMENTS**, Paragraph 2. **DEFENSE**, is deleted in its entirety and replaced with the following:

**2. DEFENSE**

When a **Claim** is made against the **Insured** to which Section I. **INSURING AGREEMENTS**, Paragraph 1., **COVERAGES, COVERAGE A - LEGAL LIABILITY** above applies, the Company has the right to appoint counsel and the duty to defend such **Claim**, even if groundless, false, or fraudulent.

**Claim Expenses** are not included in the definition of **Loss**, and are not subject to the Deductible amount and do not reduce the applicable limit of liability, as described in Section IV. **LIMITS OF LIABILITY AND DEDUCTIBLE**, until **Claim Expenses** in the aggregate total \$100,000. Upon payment of **Claim Expenses** equaling this total, **Claim Expenses** are included within the definition of **Loss**, and are subject to the Deductible amount and reduce the applicable limit of liability, as described in Section IV. **LIMITS OF LIABILITY AND DEDUCTIBLE**.

The Company shall not be obligated to defend or continue to defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of **Loss**.

The Company has the right and obligation to defend any **Claim** covered by this policy made against any **Insured**. All such **Claims** shall be defended on a "joint defense" basis, subject to applicable law, under which:

## ENDORSEMENT NO. CONTINUED

- (a) The Company shall appoint one counsel to defend all of the **Insureds** who are or may be involved with respect to any such **Claim**; and
- (b) All of the **Insureds** shall have the obligation to cooperate with respect to the investigation and joint defense of any such **Claims**.

2. Section II. **EXCLUSIONS**, Paragraph C. **PRODUCT LIABILITY**, Paragraph H. **TRANSFER, STORAGE OR DISPOSAL FACILITY**, Paragraph I. **PROFESSIONAL LIABILITY**, and Paragraph M. **INSURED VS. INSURED** are deleted in their entirety and replaced with the following:

### C. **PRODUCT LIABILITY:**

Based upon or arising out of the sale, distribution, design or manufacture of a product unless installed as part of **Covered Operations**.

However, this Exclusion does not apply to any **Claims** or **Loss** based upon or arising out of any waste originating from a site at which the **Named Insured** is performing **Covered Operations** and such waste is relinquished to others to recycle or reuse in a manner that is environmentally preferable to disposal.

### H. **TRANSFER, STORAGE OR DISPOSAL FACILITY:**

Based upon or arising out of any waste, products or materials which have been delivered to a transfer, storage or disposal facility located beyond the boundaries of a job site where **Covered Operations** are being performed.

However, this Exclusion does not apply to **Loss** based upon or arising out of any waste or any products or materials transported, shipped, or delivered to a transfer, storage or disposal facility utilized by or on behalf of the **Named Insured** provided that such wastes, products or materials originated from a site at which the **Named Insured** is performing **Covered Operations** and, on the date that the waste was accepted from the **Named Insured**, such transfer, storage or disposal facility:

1. Are located within the United States, its territories or possessions;
2. Are not owned, operated or managed by the **Named Insured**;
3. Are properly licensed to accept and dispose of waste and in compliance with applicable **Environmental Laws**;
4. Are not listed, not proposed to be listed and had never been listed on the federal National Priorities List (Superfund), State equivalent list, or local equivalent list;
5. Are not subject to Federal information requests under Section 104(e) of CERCLA or Section 3007 (a) of RCRA or, State or Local equivalent requests; and
6. Are not operated or owned by any person or entity in bankruptcy or otherwise financially insolvent.

### I. **PROFESSIONAL LIABILITY:**

Based upon or arising out of professional services rendered or failed to be rendered by the **Named Insured** or others for whom the **Named Insured** is legally liable, including, but not limited to, recommendations, opinions or strategies rendered for architectural, consulting, design or engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance, equipment selection, or related construction management, supervisory, inspection or engineering services.

## ENDORSEMENT NO. 2 CONTINUED

However, this Exclusion does not apply to:

- 1) Any **Claims** alleging liability against the **Named Insured** on the basis of improper supervision or lack of supervision of any sub-contractors performing **Covered Operations**; or
- 2) Construction means, methods, techniques, sequences and procedures in connection with **Covered Operations** performed by or on behalf of the **Named Insured** in the capacity of a construction contractor.

### M. INSURED VS. INSURED:

Based upon or arising out of any **Claim** brought by any **Insured** against any other **Insured**. This Exclusion does not apply to **Claims** by the first **Named Insured** identified in Item 1. of the Declarations Page against any other **Insured**.

3. Section II. **EXCLUSIONS**, Paragraph N. **OWNED PROPERTY** is deleted in its entirety.
4. Section V. **EXTENDED REPORTING PERIOD**, is deleted in its entirety and replaced with the following:

### V. EXTENDED REPORTING PERIOD

Any **Claim** first made against the **Insured** and reported within the Extended Reporting Period will be deemed to have been made on the last day of the **Policy Period** provided that the **Claim** arises out of **Covered Operations** performed prior to the end of the **Policy Period** and on or after the Retroactive Date stated in Item 5. of the Declarations.

The Extended Reporting Period commences immediately after the end of the **Policy Period** and has been purchased for a period of 0 months subject to the terms and conditions stated herein and the terms and conditions of the Policy.

At the commencement of any Extended Reporting Period, the entire premium therefor shall be considered earned, and in the event the **Named Insured** terminates the Extended Reporting Period before its term, for any reason, the Company shall not be liable to return to the **Named Insured** any portion of the premium paid for such Extended Reporting Period.

The Extended Reporting Period shall not serve to reinstate the Aggregate Limit or otherwise increase the Limits of Liability set forth in the Declarations.

5. Section VI. **CONDITIONS**, Paragraph I. **SOLE AGENT**, Paragraph K. **SUBROGATION**, and Paragraph M. **CANCELLATION** are deleted in their entirety and replaced with the following:

### I. SOLE AGENT

The first **Named Insured** identified in Item 1. of the Declarations Page shall act for and be responsible for all of the **Insureds** with respect to the following items:

1. Giving and receiving notice of cancellation or non-renewal;
2. Payment or return of premium;
3. Payment of any deductible or reimbursement for deductible amounts advanced by the Company;
4. Receipt and acceptance of any endorsement issued to form a part of this Policy; and
5. Receipt of and giving all communications regarding the policy from and to the Company.

### K. SUBROGATION

If there is a payment made by the Company under this Policy, the Company shall be subrogated to all the **Insured's** rights of recovery against any person or organization. The **Insured** shall cooperate with the Company

**ENDORSEMENT NO. CONTINUED**

and do whatever is necessary to secure these rights. The **Insured** shall do nothing after a **Loss** to waive or prejudice such rights.

Any recovery as a result of subrogation proceedings arising out of payment of **Loss** under this Policy (net of expenses incurred in making such recovery) shall accrue first to the **Insured** to the extent of any payment in excess of the limit of coverage of the Policy, then pro-rata to the **Insured** and the Company in proportion to the amount each actually paid as a result of judgment, settlement or defense of a **Claim** or **Emergency Response Costs**.

Notwithstanding anything to the contrary in this Condition K., the Company hereby expressly waives any rights of subrogation against an entity where such right has been waived in writing by the **Insured** prior to a **Claim** or **Emergency Response Costs**.

**M. CANCELLATION**

This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than ninety (90) days (ten (10) days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.

1. Material misrepresentation by the **Insured**.
2. The **Insured's** failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or Deductible when due. However, the **Insured** shall have the ability, within the first thirty (30) days (ten (10) days for non-payment of premium) of the ninety (90) day notice period stated above, to cure such failure to comply with the material terms, conditions or contractual obligations. The determination of whether or not the **Insured** has cured any such failure is within the sole discretion of the Company.
3. A change in **Covered Operations** that materially increases a risk covered under this Policy.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing. If the **Named Insured** cancels the Policy, earned premium shall be computed in accordance with the customary short rate table and procedure after applying the minimum premium earned based on the following schedule:

<b>Inception Date:</b>	<u>Minimum Earned Premium</u>	<u>100%</u>
_____	_____	_____

If the Company cancels, earned premium shall be computed pro rata after applying the minimum premium earned based on the schedule above. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6. Section **VII. DEFINITIONS**, Paragraph **A. Bodily Injury**, Paragraph **B. Claim**, Paragraph **F. Covered Operations**, Paragraph **K. Insured**, Paragraph **U. Policy Period**, Paragraph **V. Pollution Conditions**, Paragraph **X. Property Damage**, Paragraph **Z. Restoration Costs**, and Paragraph **AA. Transportation** are deleted in their entirety and replaced with the following:

**A. Bodily Injury** means:

1. physical injury, sickness or disease sustained by any person, including death resulting therefrom.

## ENDORSEMENT NO. 2 CONTINUED

and solely with respect to this item A.1, any accompanying medical monitoring; or

2. mental anguish, emotional distress, or shock.

**B. Claim** means a written demand received by an **Insured** seeking a remedy and alleging liability or responsibility on the part of an **Insured** for **Bodily Injury, Property Damage or Environmental Damage**.

**F. Covered Operations** means those activities performed on behalf of the first **Named Insured** indicated in Item 1. of the Declarations Page at the Specified Project scheduled above on the first page of this Endorsement. **Covered Operations** includes **Completed Operations** and **Transportation**.

**K. Insured** means:

1. The first **Named Insured**, (the owner) but solely as respects to liability arising out of the **Covered Operations** performed on behalf of the first **Named Insured** indicated in Item 1. of the Declarations Page of this Policy at the specified project scheduled on the first page of this Endorsement;
2. Any person who is or was a director, officer, partner, member or employee of the first **Named Insured** indicated in Item 1. of the Declarations Page of this Policy while acting within the scope of his or her duties as such, but solely as respects liability arising out of the **Covered Operations** performed by or on behalf of such first **Named Insured** at the specified project scheduled on the first page of this Endorsement;
3. All contractors and sub-contractors at all tiers, but only with respect to **Covered Operations** performed on behalf of the first **Named Insured** indicated in Item 1. of the Declarations Page of this Policy at the specified project scheduled on the first page of this Endorsement;
4. Joint ventures in which the **Insured** is named as a co-venturer but only with respect to **Covered Operations** performed on behalf of the first **Named Insured** indicated in Item 1. of the Declarations Page of this Policy at the specified project scheduled on the first page of this Endorsement;
5. A Limited Liability Company in which the **Insured** is a member and all members but only with respect to **Covered Operations** performed on behalf of the first **Named Insured** indicated in Item 1. of the Declarations Page of this Policy at the specified project scheduled on the first page of this Endorsement; and
6. Property owners, managers, project lenders or financiers of the specified project scheduled on the first page of this Endorsement that the first **Named Insured** indicated in Item 1. of the Declarations Page is required under a written contract to add as additional **Insured(s)** to this Policy, but only with respects to **Loss** arising out of **Covered Operations** performed by or on behalf of the first **Named Insured** as indicated in Item 1. of the Declarations Page of this Policy.

This Policy does not apply to **Bodily Injury, Property Damage or Environmental Damage** arising out of the sole negligence or willful misconduct of the **Insured(s)** as defined in subparagraphs 1., 2. and 6. above. As respects to the coverage afforded the **Insured(s)**, this insurance is primary and non contributory, and our obligations are not affected by any other insurance carried by such **Insured(s)** whether primary, excess, contingent, or on any basis.

**U. Policy Period** means:

1. Except as set forth in Paragraph 2. below, the period set forth in Item 2. of the Declarations, or any shorter period arising as a result of cancellation of this Policy; and
2. In the event that construction has been delayed at the Scheduled Project and if requested in writing by the first **Named Insured** indicated in Item 1. of the Declarations Page, an additional six (6) months may

**ENDORSEMENT NO. CONTINUED**

be added to the originally noted **Policy Period** at no additional premium, subject to increases in construction values not to exceed 10% of the original construction values that were reported in the application. This **Policy Period** extension request is subject to the construction delay having been within the original scope of work and not due to additional work being added.

- V. Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, low-level radioactive material, electromagnetic fields, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of **Covered Operations**, and such release or dispersal is unexpected and unintended from the standpoint of the **Insured**. **Pollution Conditions** shall include **Microbial Matter** and Legionella pneumophila in any structure on land and the atmosphere contained within that structure.

**Pollution Conditions** shall also include the discharge, dispersal, release or escape of silt or sedimentation that originated at and migrated from a job site.

- X. Property Damage** means:

1. Physical injury to or destruction of (a) tangible property of parties other than the **Insured**, including the resulting loss of use and diminution in value thereof or (b) tangible property of the first **Named Insured** identified in Item 1. of the Declarations Page including the resulting loss of use thereof;
2. Loss of use, but not diminution in value, of (a) tangible property of parties other than the **Insured** or (b) tangible property of the first **Named Insured** identified in Item 1. of the Declarations Page, that has not been physically injured or destroyed; or
3. **Natural Resource Damage**.

**Property Damage** does not include **Environmental Damage**.

- Z. Restoration Costs** means reasonable and necessary costs incurred by the **Insured** with the Company's written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean-Up Costs** arising from **Environmental Damage**.

**Restoration Costs** shall not include costs associated with improvements or betterments, except to the extent that such improvements or betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, based on the judgment of the Company in its sole discretion.

- AA. Transportation** means the use of a **Motor Vehicle**, aircraft, rolling stock, or watercraft while in due course of transit from the time of movement from its point of origin to its final destination, including loading or unloading onto or from the **Motor Vehicle**, aircraft, rolling stock or watercraft.

7. Solely with respect to **Pollution Conditions** arising out of or associated with **Microbial Matter** or Legionella pneumophila, Section I. **INSURING AGREEMENTS, 1. COVERAGES, COVERAGE B - EMERGENCY RESPONSE COSTS** is deleted in its entirety.
8. Solely with respect to **Pollution Conditions** arising out of or associated with **Microbial Matter**, Section VII. **DEFINITIONS, Paragraph H. Environmental Damage** is deleted in its entirety and replaced with the following:

ENDORSEMENT NO. CONTINUED

H. **Environmental Damage** means physical damage to buildings or other structures caused by **Pollution Conditions** and giving rise to **Clean-Up Costs**. **Environmental Damage** does not include **Property Damage**.

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

**ENDORSEMENT NO. 3**

This endorsement, effective 12:01 AM, October 1, 2013

Forms a part of Policy No: CPL 14902522

Issued to: CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

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

**CRISISRESPONSE<sup>®</sup> AND CRISIS MANAGEMENT ENDORSEMENT**

It is hereby agreed that:

1. The following is added to Section I. **INSURING AGREEMENTS, 1. COVERAGES:**

**COVERAGE E - CRISISRESPONSE<sup>®</sup> AND CRISIS MANAGEMENT**

**1. Advancement of CrisisResponse<sup>®</sup> Costs during a Crisis Management Event**

The Company will pay **CrisisResponse<sup>®</sup> Costs** on behalf of the **Insured** that may be associated with **Loss** covered by this Policy arising from a **Crisis Management Event** first commencing during the **Policy Period**.

The Company will advance **CrisisResponse<sup>®</sup> Costs** that may be associated with **Loss** covered by this Policy directly to third parties.

**2. Crisis Management Insurance**

The Company will pay **Crisis Management Loss** on behalf of the **Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period**.

A **Crisis Management Event** shall first commence at the time during the **Policy Period** when a **Responsible Insured** first becomes aware of a **Pollution Condition** that gives rise to a **Crisis Management Event** and shall end at the earliest of the time when the Company determines that a crisis no longer exists or when the **CrisisResponse<sup>®</sup>** limit of insurance and/or the crisis management limit of insurance, whichever applies, as described in Section **V. LIMITS OF LIABILITY AND DEDUCTIBLE**, as amended by this Endorsement, has been exhausted.

3. Any advancement of **CrisisResponse<sup>®</sup> Costs** or payment of **Crisis Management Loss** that the Company makes under the coverage provided by this coverage section will not be a determination of the Company's obligations under this Policy, nor create any duty to defend any **Claim** under any other part of this Policy.

2. The following are added to Section **VII. DEFINITIONS:**

**Crisis Management Event** means an event that in the good faith opinion of a **Responsible Insured**, in the absence of **Crisis Management Services**, has been associated with or may reasonably be associated with:

1. **Loss** covered by this Policy; and
2. Significant adverse regional or national news media coverage.

**Crisis Management Firm** means any public relations firm or crisis management firm approved by the Company that is hired by the **Insured** to perform **Crisis Management Services** in connection with a **Crisis Management Event**. Attached to and forming a part of this Policy is a Schedule of firms that have been pre-approved by the Company and may be hired by the **Insured** without further approval by the Company.

**Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:

1. Amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Insured** solely arising from a covered **Crisis Management Event**; and
2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by the **Named Insured's** directors, officers, employees or agents or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.

**Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Insured** on minimizing potential harm to the **Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Insured**.

**CrisisResponse<sup>®</sup> Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by the Company and may be associated with **Loss** that would be covered by this Policy:

1. Medical expenses;
2. Funeral expenses;
3. Psychological counseling;
4. Travel expenses;
5. Temporary living expenses;
6. Expenses to secure the scene of a **Crisis Management Event**; and
7. Any other expenses pre-approved by the Company.

**CrisisResponse<sup>®</sup> Costs** does not include defense costs or **Crisis Management Loss**.

3. The following is added to the end of Section IV. **LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph D. **DEDUCTIBLE - EACH LOSS**:

**Coverage E**

Subject to Paragraphs A. and B. above, this Policy is to pay covered **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** in excess of the following Deductible amount: \$25,000, up to but not exceeding the limits set forth in Paragraph A. above; provided that payment of Deductible amounts for **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** shall erode the Deductible amount applicable to that particular **Loss** arising out of the same, related or continuous **Pollution Conditions** for all other Coverages under this Policy.

The **Insured** shall promptly reimburse the Company for advancing any element of **Loss** falling within the Deductible.

4. The following is added to the end of Section IV. **LIMITS OF LIABILITY AND DEDUCTIBLE**, Paragraph A. **LIMITS OF LIABILITY - AGGREGATE**:

The Company's total liability for all **CrisisResponse<sup>®</sup> Costs** and/or **Crisis Management Loss** shall not exceed \$250,000 combined, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. The Company will have no obligation to advance **CrisisResponse<sup>®</sup> Costs** or to pay **Crisis**

**ENDORSEMENT NO. 3****CONTINUED**

**Management Loss** from the earliest of the time when the Company determines that a **Crisis Management Event** has ended or when this \$250,000 limit of liability has been exhausted. **CrisisResponse® Costs** and/or **Crisis Management Loss** shall not be included as **Loss** and do not reduce the available Limit of Liability.

5. The following is added to Section III. **CLAIMS AND NOTICE PROVISIONS**, Paragraph A. **INSURED'S DUTIES WHEN THERE IS A CLAIM OR EMERGENCY RESPONSE COSTS**:

5. The **Insured** must report any **Crisis Management Event** to the Company within twenty-four (24) hours of the time that a **Responsible Insured** first becomes aware of a **Pollution Condition** that gives rise to a **Crisis Management Event** or as soon as practicable to be eligible for the advancement of **CrisisResponse® Costs** and the payment of **Crisis Management Loss**.

Notice of a **Crisis Management Event** may be given by calling 1-877-244-3100. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

- a. How, when and where the **Crisis Management Event** is taking or took place;
  - b. The names and addresses of any injured persons and any witnesses; and
  - c. The nature and location of any injury or damage arising out of the **Crisis Management Event**.
6. There shall be no requirement that the **Insured** obtain prior written approval from the Company before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the **Insured** to perform the **Crisis Management Services** has been approved by the Company. If the **Insured** chooses to retain a firm that does not appear in the Schedule attached to and forming a part of this Policy, the **Insured** must obtain the Company's consent, which shall remain in the Company's sole discretion, prior to retaining the services of such firm.
7. Any payments for **Crisis Management Loss** or advancement of **CrisisResponse® Costs** that the Company makes under this Policy:
- a. Shall not be deemed to be a determination of the insured's liability with respect to any **Claim** or **Loss** under the Policy; and
  - b. Shall not create any duty to defend any **Claim** or to investigate any **Claim** or **Pollution Conditions** arising from a **Crisis Management Event**, nor any coverage obligations under this Policy.
8. If the Crisis Management Insurance provided by this Policy and any other insurance issued to the **Named Insured** by the Company or any of its affiliated companies shall apply to the same crisis the maximum limit of insurance under all insurance available shall not exceed the highest applicable limit of insurance available under any one policy or endorsement.
9. In the event of a dispute between the **Insured** and us as to whether a **Crisis Management Event** has occurred, the **Insured** may, at its own cost, retain the services of an approved **Crisis Management Firm** and/or advance **CrisisResponse® Costs**. Provided, however, if the **Insured** elects to retain an approved **Crisis Management Firm** or to advance **CrisisResponse® Costs**, the Company shall have no obligation to reimburse the **Insured** under this Policy for such costs or expenses. The right to reimbursement shall be arbitrated pursuant to the rules of the American Arbitration Association in New York, New York or in the state indicated in Item 1. of the Declarations of this Policy as the address of the **Named Insured**.

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

**ENDORSEMENT NO. 4**

This endorsement, effective 12:01 AM, October 1, 2013

Forms a part of Policy No: CPL 14902522

Issued to: CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

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

**CRISISRESPONSE® AND CRISIS MANAGEMENT SCHEDULE OF APPROVED  
CRISIS MANAGEMENT FIRMS ENDORSEMENT**

It is hereby agreed that the following public relations and non-public relations firms are approved crisis response vendors and are added to Section VII. **DEFINITIONS, Crisis Management Firm**, as amended on the CRISISRESPONSE® AND CRISIS MANAGEMENT ENDORSEMENT attached to this Policy:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
<b><u>The Abernathy MacGregor Group, Inc.</u></b>			
501 Madison Ave. New York, NY 10022	<b>Rhonda Barnat</b> <b>Managing Director</b> (212) 371-5999 Office (917) 912-6378 Cell (212) 752-0723 Fax (646) 478-8740 Home <a href="mailto:rb@abmac.com">rb@abmac.com</a>	<b>(917) 912-6378</b>	Public Relations, Crisis Management services.
611 W. Sixth Street, Suite 1880 Los Angeles, CA 90017	<b>Ian D. Campbell</b> <b>Vice Chairman</b> (213) 630-6550 Office (213) 422-7958 Cell (213) 489-3443 Fax (818) 957-5650 Home (818) 541-0954 Home Fax <a href="mailto:idc@abmac.com">idc@abmac.com</a>	<b>(818) 750-4392</b> <b>(917) 940-3476</b>	Serving clients in the US, UK, Germany, France, Italy, Switzerland, The Netherlands, Hong Kong, Spain, Latin America and China.
<b><u>Ann Barks Public Relations</u></b>			
896 Cross Gates Boulevard Slidell, LA 70461	<b>Ann W. Barks</b> <b>Owner</b> (985) 847-0750 Direct (985) 290-8304 Cell <a href="mailto:abarkspr@bellsouth.net">abarkspr@bellsouth.net</a>	<b>(985) 290-8304</b>	Public Relations, Crisis Management services.
			Serving clients in the Gulf Coast region (Alabama, Florida, Georgia, Louisiana, Mississippi and Texas).

ENDORSEMENT NO. 4 CONTINUED

**Gladstone International, Inc.**

1278 Glenneyre St.  
Laguna Beach, CA  
92651

**Joan Gladstone**  
**President and CEO**  
**(949) 475-6979 Office**  
**(949) 475-6978 Fax**  
**(949) 633-9900 Cell**  
**jgladstone@gladstonepr.com**

**(949) 633-9900**

Public Relations,  
Crisis Management  
services, Media  
Training.  
Serving the  
Western US region.

**Bright Light Marketing Group**

1001 Bishop Street,  
Suite 900  
Honolulu, Hawaii  
96813-3429

**Charlene Lo Chan**  
**Executive Vice President and Chief**  
**Operating Officer**  
**(808) 275-3007 Direct**  
**(808) 524-6441 Office**  
**(808) 781-7733 Cell**  
**(808) 524-8115 Fax**  
**charlene@brightlightmarketing.com**

Public Relations, Crisis  
Management services.

Serving clients in  
Hawaii, Japan,  
Taiwan, China,  
American Samoa,  
Samoa, Federated  
States of Micronesia,  
Guam, Mariana  
Islands, Saipan,  
Marshal Islands,  
Palau, Kiribati and  
South Korea.

**Dix & Eaton**

200 Public Square  
Suite 1400  
Cleveland, OH 44114-  
2316

**Matt Barkett**  
**Managing Director**  
**(216) 241-3073 Direct**  
**(216) 241-0405 Office**  
**(216) 780-7800 Cell**  
**(216) 241-3073 Fax**  
**mbarkett@dix-eaton.com**

**(216) 241-3073**

Public Relations,  
Crisis Management  
services.

Serving clients in the  
Great Lakes region  
and the Mid-West US.

**Gary Pratt**  
**Senior Vice President**  
**(216) 241-4613 Direct**  
**(216) 241-0405 Office**  
**(440) 477-1278 Cell**  
**gpratt@dix-eaton.com**

**O'Neil & Associates**

31 New Chardon St.  
Boston,  
Massachusetts 02114

**Andrew M. Paven**  
**Senior Vice President**  
**(866) 989-4321 Toll Free**  
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**(617) 646-1290 Fax**  
**apaven@oneillandassociates.com**

**(866) 989-4321**

Public Relations, Crisis  
Management services.

Serving clients in the  
New England region.

ENDORSEMENT NO. 4 CONTINUED

**Edelman**

200 E. Randolph Street,  
63<sup>rd</sup> Floor  
Chicago, IL 60601

**Harlan Loeb**  
**Executive Vice President**  
(312) 240-2624 Direct  
(312) 240-3000 Office  
(312) 240-2900 Fax  
(312) 282-5632 Cell  
[harlan.loeb@edelman.com](mailto:harlan.loeb@edelman.com)

(866) 333-5911

Public Relations,  
Crisis Management  
services.

Serving clients in the  
US and  
Internationally.

**Jenifer Giller**  
**Senior Account Executive**  
(312) 233-1272 Direct & Cell  
(312) 240-3000 Office  
(312) 240-2900 Fax  
[jenifer.giller@edelman.com](mailto:jenifer.giller@edelman.com)

**Fleishman-Hilliard International Communications, Inc.**

John Hancock Center  
200 East Randolph  
Street, 37<sup>th</sup> Floor  
Chicago, IL  
60601

**David Saltz**  
**Senior Vice President and Partner**  
(312) 751-3530 Direct  
(312) 751-8878 Office  
(312) 729-3630 Cell  
(312) 751-8191 Fax  
[david.saltz@fleishman.com](mailto:david.saltz@fleishman.com)

(312) 729-3630

Public Relations,  
Crisis Management  
services.

Serving clients in the  
US and  
Internationally.

**Rick Fox**  
**Senior Vice President**  
(617) 729-3734 Direct  
(312) 286-4983 Cell  
(312) 751-8191 Fax  
[rick.fox@fleishman.com](mailto:rick.fox@fleishman.com)

**Levick Strategic Communications, LLC**

1900 M Street NW  
Washington, D.C. 20036

**Gene Grabowski**  
**Senior Vice President**  
(202) 973-1351 Direct  
(202) 270-6560 Cell  
(202) 973-1301 Fax  
[ggrabowski@levick.com](mailto:ggrabowski@levick.com)

(202) 270-6560

Public Relations,  
Crisis Management  
services.

Serving the US,  
Europe, Asia and the  
Middle East.

**Jason Maloni**  
**Senior Vice President**  
(202) 973-1335 Direct  
(202) 834-9677 Cell  
[Jason.maloni@levick.com](mailto:Jason.maloni@levick.com)

**Marsh, Inc. (Reputational Risk & Crisis Management Group)**

1166 Avenue of the  
Americas  
New York, NY 10036

**Tracy Knippenburg Gillis**  
**Managing Consultant**  
(212) 345-3886 Direct  
(516) 661-0308 Cell  
(516) 536-5845 Other

(877) 246-2774

Public Relations,  
Crisis Management  
services.

ENDORSEMENT NO. 4 CONTINUED

(212) 948-8638 Fax  
[tracy.knippenburggillis@marsh.com](mailto:tracy.knippenburggillis@marsh.com)

Serving clients in the US.

345 California Street  
Suite 1300  
San Francisco,  
California 94104

**Simon R. Baker**  
Vice President  
(415) 743-8648 Direct  
(415) 367-5707 Cell  
[simon.r.baker@marsh.com](mailto:simon.r.baker@marsh.com)

**rbb Public Relations**

355 Alhambra Circle,  
Suite 800  
Miami, Florida 33134

**Bruce S. Rubin**  
Senior Counselor  
(305) 448-2640 Direct  
(305) 807-2704 Cell  
(305) 448-5027 Fax  
[Bruce.rubin@rbbpr.com](mailto:Bruce.rubin@rbbpr.com)

(305) 807-2704

Public Relations,  
Crisis Management  
services.

Serving clients in the US.

**Sard Verbinnen & Co.**

630 Third Avenue,  
9<sup>th</sup> Floor  
New York, NY 10017

**George Sard**  
Chairman and CEO  
(212) 687-8080 Office  
(212) 687-8344 Fax  
[gsard@sardverb.com](mailto:gsard@sardverb.com)

(917) 750-4392

Public Relations,  
Crisis Management  
services.

Serving clients in the US.

475 Sansome Street,  
Suite 1750  
San Francisco, CA  
94111

**Paul Kranhold**  
Managing Director  
(415) 618-8750 Office  
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[pkranhold@sardverb.com](mailto:pkranhold@sardverb.com)

**Sitrick and Company, Inc.**

655 Third Avenue,  
22<sup>nd</sup> Floor  
New York, NY 10017

**Jeffrey S. Lloyd, Ph. D.**  
Managing Director  
(212) 660-6393 Direct  
(212) 573-6100 Office  
(310) 963-2850 Cell  
(212) 573-6165 Fax  
[jeff\\_lloyd@sitrick.com](mailto:jeff_lloyd@sitrick.com)

(310) 358-1011

Public Relations,  
Crisis Management  
services.

Serving clients in the US.

1840 Century Park East,  
Suite 800  
Los Angeles, CA  
90067

**Michael S. Sitrick**  
Chairman and CEO  
(310) 788-2850 Direct  
(310) 788-2855 Fax  
[mike\\_sitrick@sitrick.com](mailto:mike_sitrick@sitrick.com)

**ENDORSEMENT NO. 4 CONTINUED**

**The Torrenzano Group**

The Lincoln Building  
60 East 42<sup>nd</sup> Street,  
Suite 2112  
New York, NY  
10165-2112

**Richard Torrenzano** (917) 539-4000  
Chairman and CEO  
(212) 681-1700 Ext. 111 Direct  
(212) 681-6961 Fax  
richard@torrenzano.com

Public Relations,  
Crisis Management  
services.

Serving clients in the  
US.

**Edward A. Orgon**  
Chairman and Chief Operating Officer  
(212) 681-1700 Ext. 102 Direct  
(917) 539-4000 Cell  
(212) 681-6961 Fax  
ed@torrenzano.com

**THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS**

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
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**Bill Tibbo & Associates**

411 Borland Court  
Newmarket, Ontario,  
L3X 1E4

**Bill Tibbo** (905) 868-4174  
Corporate Clinical Consultant and  
Disaster Management Specialist  
(888) 355-9788 Toll Free  
(416) 716-8057 Cell  
bill@billtibbo.com

Psychological  
Counseling,  
Medical Case  
Management,  
Medical Cost  
Projection and  
Containment  
services.

**Ross McPhail**  
Vice President Operations  
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**Coventry Health Care, Inc.**

3200 Highland Ave.  
Downers Grove, IL  
60515

**Dr. Michael Lacroix** (888) 552-5378  
(914) 223-4463 Cell  
(786) 513-7690 Fax  
jxlacroix@cvty.com

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Medical Case  
Management,  
Medical Cost  
Projection and  
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services.

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ENDORSEMENT NO. 4 CONTINUED

**Lombardi Associates**

277 Fairfield Road,  
Suite 305A  
Fairfield, NJ 07004

**Anthony Nastasi** (877) 715-2440  
**National Director of Client Services**  
(973) 271-8928 Direct  
(800) 550-0095 Office  
(310) 552-9052 Fax  
[anthony.nastasi@lombardiassociates.com](mailto:anthony.nastasi@lombardiassociates.com)

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**Jennifer Wolfe**  
(803) 917-9948

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**Cunningham Lindsey US (f/k/a GAB Robbins North America, Inc.)**

560 Peoples Plaza,  
Suite 215  
Newark, Delaware  
19702

**Gail Oliver** (800) 621-5410  
**Vice President**  
(302) 838-1684 Direct  
(302) 521-4985 Cell  
(302) 838-1685 Fax  
[goliverg@cl-na.com](mailto:goliverg@cl-na.com)

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Emergency Claims and  
Loss Call Center  
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**T. J. Russo Consultants**

99 Hillside Avenue,  
Suite X  
Williston Park, NY  
11596

**Michael W. Russo** (516) 456-3900  
**Senior Consultant**  
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(516) 747-1009 Fax  
(516) 456-3900 Cell  
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services.

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**D.A.R., Inc.**

4 Iris Drive  
Scarborough, Maine  
04074

**David W. Hunt** (207) 415-0735  
**Founder and President**  
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ENDORSEMENT NO. 4 CONTINUED

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**Lanny J. Davis & Associates, LLC**

600 13<sup>th</sup> Street, NW  
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**Lanny J. Davis**  
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Legal Crisis  
Communications, Media  
Strategy,  
Public Advocacy, Legal  
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Crisis Management  
services.

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**Patton Boggs, LLP**

2550 M Street, NW  
Washington, DC  
20007

**Thomas M. Keane**  
Director of Strategic Business  
Initiatives, Litigation Practice  
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Legal & Regulatory  
Issues, Public  
Relations and Crisis  
Management  
services.

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All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
or countersignature (in states where applicable)

**ENDORSEMENT NO. 5**

**This endorsement, effective 12:01 AM,** October 1, 2013

**Forms a part of Policy No:** CPL 14902522

**Issued to:** CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

**By:** CHARTIS SPECIALTY INSURANCE COMPANY

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

**EIFS EXCLUSION ENDORSEMENT**

1. It is agreed that the following exclusion is added to Section **II. EXCLUSIONS**:

Arising in whole or in part out of the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an **Exterior Insulation and Finish System (EIFS)**, synthetic stucco, or any similar product or any part thereof, including the application or use of paints, conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a product.

2. As used in this endorsement the following additional definition is added to Section **VII. DEFINITIONS**:

**Exterior Insulation and Finish System (EIFS)** means synthetic stucco or any other exterior insulation and finish system used on any part of any building or structure and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced base coat; and/or
4. A finish coat providing surface texture and color.

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)

**ENDORSEMENT NO. 6**

This endorsement, effective 12:01 AM, October 1, 2013

Forms a part of Policy No: CPL 14902522

Issued to: CITY OF CEDAR RAPIDS  
C/O FINANCE DEPARTMENT

By: CHARTIS SPECIALTY INSURANCE COMPANY

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

**TERRORISM EXCLUSION - ALL TERRORISM (CERTIFIED AND NON- CERTIFIED ACTS OF TERRORISM)**  
**EXCLUSION ENDORSEMENT**

This Policy is amended to include the following Exclusion:

- The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism**. **Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

The defined term **Terrorism** shall specifically include, but is not limited to, the following definition of a certified "act of terrorism" as defined by the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (collectively, "TRIA") as follows:

**ACT OF TERRORISM, -**

- a. **CERTIFICATION** - The term "act of terrorism" means any act that is certified by the Secretary (of the Treasury), in concurrence with the Secretary of State, and the Attorney General of the United States -
  - i. To be an act of terrorism;
  - ii. To be a violent act or an act that is dangerous to:
    - 1. human life;
    - 2. property; or
    - 3. infrastructure;
  - iii. to have resulted in damage within the United States, or outside of the United States in the case of:
    - 1. an air carrier or vessel (described in TRIA); or
    - 2. the premises of a United States mission; and
  - iv. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- b. **LIMITATION** - No act shall be certified by the Secretary as an act of terrorism if:
  - i. The act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  - ii. Property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- c. **DETERMINATION FINAL** - Any certification of, or determination not to certify, an act as an act of terrorism under this Paragraph shall be final, and shall not be subject to judicial review.

**ENDORSEMENT NO. 6 (Continued)**

- d. **NONDELEGATION** - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this Paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

  
\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (in states where applicable)