

INTRODUCED: June 12, 2023

AN ORDINANCE No. 2023-184

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a License Agreement between the City of Richmond and the Virginia Commonwealth University Health System Authority for the purpose of permitting the Virginia Commonwealth University Health System Authority access to the City-owned property located at 500 North 10th street to facilitate the demolition of the Public Safety Building.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 26 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a License Agreement between the City of Richmond and the Virginia Commonwealth University Health System Authority for the purpose of permitting the Virginia Commonwealth University Health System Authority access to the City-owned property located at 500 North 10th street to facilitate the demolition of the Public Safety Building. The License Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

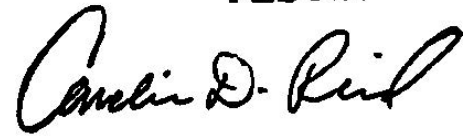
AYES: 7 NOES: 0 ABSTAIN:

ADOPTED: JUN 26 2023 REJECTED: STRICKEN:

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Carolin D. Reil". The signature is written in a cursive, flowing style.

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-0418

File ID: Admin-2023-0418

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 05/24/2023

Subject:

Final Action:

Title:

Internal Notes: License Agreement to Facilitate Demolition of the Public Safety Building

Code Sections:

Agenda Date: 06/12/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: PSB License Agreement

Enactment Number:

Contact:

Introduction Date: 06/12/2023

Drafter: Alecia.Blackwell@rva.gov

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/25/2023	Sharon Ebert	Approve	5/26/2023
1	2	5/25/2023	Alecia Blackwell - FYI	Notified - FYI	
1	3	5/25/2023	Lincoln Saunders	Approve	5/29/2023
1	4	6/7/2023	Mayor Stoney	Approve	5/29/2023

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2023-0418

DATE: May 24, 2023 EDITION: 1

TO: The Honorable Members of City Council
THROUGH: The Honorable Levar M. Stoney, Mayor
THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer
THROUGH: Sharon L. Ebert, DCAO - Planning & Economic Development Portfolio
FROM: Leonard L. Sledge, Director of Economic Development
RE: License Agreement to Facilitate Demolition of the Public Safety Building

ORD. OR RES. No.

PURPOSE: An ordinance to authorize the Chief Administrative Officer ("CAO") to execute, for and on behalf of the City, a License Agreement by and between the City and Virginia Commonwealth University Health System Authority ("VCUHS") for the purpose of permitting VCUHS to access the city-owned parcel located at 500 North 10th St. (Parcel No. E0000235001) (the "PSB Parcel") in order to facilitate VCUHS' demolition of the Public Safety Building.

REASON: Council approval is necessary to authorize the CAO's execution of the License Agreement.

RECOMMENDATION: The City Administration recommends approval.

BACKGROUND: In 2021, the City sold the PSB Parcel to Project 10th Street Owner LLC for a purchase price of \$3,520,456 and subject to the terms of a Development Agreement, which provided for abatement and demolition of the Public Safety Building and redevelopment of the PSB Parcel for use by VCUHS. In February 2023, the City reacquired title to the PSB Parcel (at no cost to the City) from Project 10th Street LLC. At such time, VCUHS agreed to complete the abatement/demolition of the Public Safety Building, all as described in the License Agreement (the "Work"). This ordinance would provide for Council's approval of the License Agreement, which is needed to permit VCUHS' access to the PSB Parcel and facilitate VCUHS' completion of the Work.

FISCAL IMPACT / COST: No cost to the City
FISCAL IMPLICATIONS: N/A

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 12, 2023

CITY COUNCIL PUBLIC HEARING DATE: June 26, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: Economic Development, Public Works, City Attorney's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: N/A

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS:

License Agreement

STAFF:

Leonard Sledge, Director (Department of Economic Development)

Matt Welch, Senior Policy Advisor (Planning & Economic Development Portfolio)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2023, but shall be effective for all purposes only as of the Effective Date (hereinafter defined), by and between THE CITY OF RICHMOND, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “**Licensor**”) and VIRGINIA COMMONWEALTH UNIVERSITY HEALTH SYSTEM AUTHORITY, a public body corporate, public instrumentality, and political subdivision of the Commonwealth of Virginia (“**Licensee**”).

I. DEFINED TERMS

Capitalized terms appearing in this Agreement are used having the meanings set forth in this Article I.

A. “**Contract**” has the meaning set forth in Section II.B.ii.

B. “**Contractor**” means a Person contracted by Licensee to perform services or work on the Property in connection with the Work.

C. “**Cure Period**” has the meaning set forth in Section II.C.

D. “**Expiration Date**” has the meaning set forth in Section II.D.

E. “**Effective Date**” has the meaning set forth in Section III.I.

F. “**Force Majeure Delay**” has the meaning set forth in Section II.B.

G. “**Good Industry Practice**” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in a similar type of undertaking under the same or similar circumstances.

H. “**Law**” or “**Laws**” means any one or more present and future laws, ordinances, rules, regulations, permits, authorizations, orders, judgments, and requirements, to the extent applicable to the parties, the property or any portion thereof, including, without limitation, hazardous materials laws, whether or not in the present contemplation of the parties, and including, without limitation, all consents or approvals (including Regulatory Approvals) required to be obtained from, and all rules and regulations of, and all building and zoning laws or, all federal, state, and local governments, authorities, courts and any other body or bodies exercising similar functions.

I. “**License**” has the meaning set forth in Section II.A.

J. “**Licensee**” has the meaning set forth in the opening paragraph.

K. **“Licensee Parties”** means Licensee and its Contractors, Subcontractors, and agents.

L. **“Licensor”** has the meaning set forth in the opening paragraph.

M. **“Notice”** has the meaning set forth in Section III.E.

N. **“Person”** means any individual, corporation, partnership, association, cooperative, limited liability company, trust, business trust, joint venture, government, political subdivision or any other legal or commercial entity and any successor, representative, agent, agency or instrumentality thereof.

O. **“Property”** means the real property owned by Licensor identified as 500 North 10th Street, Richmond, VA 23219 (Parcel ID Number E0000235001).

P. **“Regulatory Approval”** means any authorization, approval or permit required or granted by any governmental organization having jurisdiction over the Property or the Work, including, without limitation, Licensor and the Commonwealth of Virginia.

Q. **“Subcontractor”** means a Person subcontracted to perform a portion of a contract by a Contractor or another Subcontractor.

R. **“Term”** has the meaning set forth in Section II.D.

S. **“Work”** means the demolition of the existing improvements located at the Property, including, without limitation, the old Public Safety Building, and the fencing work, which scope of work is fully described on Exhibit A attached hereto and made a part hereof.

II. AGREEMENT

For and in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. License. Subject to the satisfaction of the Licensee’s obligations described in Section II.B below, Licensor hereby grants unto the Licensee Parties, upon such terms and conditions as are further set forth in this Agreement, the right and privilege to enter the Property to the extent necessary to perform the Work (the **“License”**). The License granted herein does not include an exclusive right to occupy the Property and does not constitute a possessory estate in any part of the Property.

B. Licensee Obligations. Throughout the Term, Licensee shall :

i. Perform the Work and complete the Work on or before the later of:
(i) December 31, 2023, or (ii) nine (9) months from the Effective Date, subject to Force Majeure Delay.

ii. Prior to beginning the Work, Licensee or Licensee Parties shall obtain, at their sole cost and expense, all Regulatory Approvals required pursuant to Law to permit the Licensee Parties to perform the Work.

iii. Within ninety (90) days of the Effective Date, subject to extension for Force Majeure Delay, Licensee shall enter into a contract (the "**Contract**") with Contractor to perform the Work and shall give a notice to proceed under such Contract. For purposes of this paragraph, "**Force Majeure Delay**" shall mean any actual delay in the performance of any part of the Work resulting from events beyond the reasonable control of Licensee or Licensee Parties, caused by or contributed to by acts of God, war; riot; civil strife; act of terrorism, domestic or foreign; embargo; governmental rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; epidemic, pandemic, outbreak of communicable disease, viral outbreak or quarantine; national or regional emergency; earthquake; strike, lockout, or other labor disturbance provided that Licensee has provided written notice to Licensor of any Force Majeure Delay within five (5) business days after the occurrence of such Force Majeure Delay. Licensee shall furnish Licensor with periodic reports regarding the progress of the Force Majeure Event and shall act diligently to minimize damages and to resume performance.

iv. Licensee shall cause Contractor to provide and maintain the insurance described on Exhibit B from the date on which Work commences and continuing for the balance of the Term. Contractor's insurance shall: (a) be provided by an insurance provider permitted to do business in the Commonwealth of Virginia and having a Best's rating of "A" or better; (b) be primary insurance which will not call upon for defense, contribution of payment, any other insurance effected or procured by Licensee or Licensor; (c) provide that the insurer waives the right of subrogation against Licensor; and (d) name the applicable Licensee Party, Licensee, and Licensor as additional insureds for on-going and completed operations. Worker's compensation insurance shall be carried by Contractor as required by Law. The policies described above shall provide at least thirty (30) days' prior written notice of modification or cancellation be given to Licensor. Prior to the start of any Work, at Licensor's request, Licensee shall provide Licensor with evidence, in the form of certificates of insurance that the insurance required to be carried by Contractor by this Section is in full force and effect.

v. Licensee and the Licensee Parties shall perform the Work in a reasonable and workmanlike manner in accordance with Good Industry Practice and in accordance with Law and all necessary Regulatory Approvals of the plans for the Work and the Work itself. Licensee and the Licensee Parties shall perform the Work at their sole cost and expense.

vi. Licensee shall cause Licensor to be a named beneficiary of any and all indemnities in favor of Licensee within the Contract. As between Licensor and Licensee, Licensee shall be responsible for any uninsured loss, liability, cost or reasonable settlement cost incurred as a result of any third party claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by Licensee's and Licensee Parties' performance of the Work provided that such liability is not attributable to the sole negligence of the Licensor or to Licensor's breach of any of the obligations of this Agreement. Nothing herein waives the sovereign immunity of Licensor or Licensee.

vii. As part of the scope of Work described on Exhibit A, the Licensee Parties shall erect and maintain construction fencing to surround and prevent unauthorized access to the Property and the Property shall be closed and secured at all times when the Work is not being performed. The Licensee Parties take all reasonable actions to protect and safeguard any equipment, materials, and supplies used in connection with the Work at the Property and shall maintain, at their cost and expense, all fencing it elects to install, locked storage areas, and other safekeeping features as shall be necessary in connection with the storage of such equipment, materials, and supplies. Following completion of the Work, the construction fencing shall be replaced with more permanent fencing suitable to secure the Property and prevent unauthorized access to the Property.

viii. Licensee shall not permit any liens to be recorded against the Property as a result of the Work. If any lien is recorded against the Property related to the Work, Licensee shall cause any such lien to be released or bonded off within thirty (30) days after receiving notice of such filing. Should Licensee fail to remove and discharge (or bond off) any lien within the aforesaid period, then Licensor shall have the right, but not the obligation, to do so, and in such event, Licensee shall be liable for and pay upon demand all of Licensor's costs and expenses relating thereto, including, without limitation, reasonable attorneys' fees.

ix. Licensee shall keep Licensor reasonably informed of the construction schedule for the Work, with monthly updates given to Licensor (which updates may be held informally through teleconference, video chat or other commercially reasonable form of communication).

C. Licensor Obligations. Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor will not interfere with or disrupt Licensee's or Licensee Parties' use of the Property throughout the Term. During the Term, Licensor shall not revoke the License, except in the event of a default under this Agreement by Licensee Parties, and then only after (i) notice to Licensee Parties by Licensor as provided in Section III.E, and (ii) a reasonable opportunity for Licensee Parties to cure such default ("**Cure Period**"); provided, however, that such Cure Period shall not exceed thirty (30) days, subject to extension for Force Majeure Delay.

D. Term Expiration and Termination. The "**Term**" shall begin on the Effective Date and shall expire, unless earlier terminated as provided herein, on the earlier of (1) the date on which the Work is completed as evidenced by certificate(s) of completion issued by Contractor and/or the engineers and/or design professionals engaged in connection with the Work and with the concurrence of the Licensor, which will have the right to inspect the Work and verify the information in the certificate(s) of completion and thereby confirm the completion of the entire scope of Work described in Exhibit A; or (2) the date on which Licensee takes title to the Property (the "**Expiration Date**"). Upon the occurrence of the Expiration Date, this Agreement shall terminate and neither party shall have any further liability hereunder, except that a written claim by either party against the other party for which notice was given pursuant to Section III.E shall survive the Expiration Date.

III. MISCELLANEOUS

A. License is Personal. This Agreement and the License created herein are personal to the Licensee Parties and may not be assigned to any third-party without the prior written permission of Licensor. Except as provided herein, no rights, privileges or amenities will inure to the benefit of any third party, nor will any third party be deemed to be a third-party beneficiary. Nothing herein shall be construed as a covenant running with the Property or be binding upon Licensor's successors, or assigns.

B. No Recordation. This Agreement shall not be recorded among the land records of the City of Richmond, Virginia.

C. No Partnership. Nothing contained in this Agreement shall be construed to make the parties partners or joint venturers, or to render either party liable for the debts or obligations of the other.

D. Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of interest principles. Any and all disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond.

E. Notice. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") shall be in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this Section III.E.). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email. Notice is effective: (a) upon receipt in the case of personal delivery, (b) upon receipt after being sent by nationally recognized overnight courier, and (c) the date sent by email, provided (i) the email was sent between 9:00 a.m. and 5:00 p.m., local time of the recipient, (ii) on a business day, and (iii) a duplicate copy of the Notice was also sent the same day by personal delivery or nationally recognized overnight courier (with all fees pre-paid), otherwise, delivery of the Notice sent via email shall be deemed effective upon receipt of the personal delivery or nationally recognized overnight courier. Each party's respective address for Notice shall be as follows:

Licensor:	City of Richmond, Virginia
	900 East Broad Street, Suite 201
	Richmond, VA 23219
	Attention: J. E. Lincoln Saunders
	Chief Administrative Officer
	Email: Lincoln.Saunders@rva.gov

With a copy to: City Attorney
City of Richmond, Virginia
900 East Broad Street, Suite 400
Richmond, VA 23219
Attention: Bonnie Ashley, Esq.
Deputy City Attorney
Email: Bonnie.Ashley@rva.gov

Licensee: Virginia Commonwealth University Health System Authority
Office of the General Counsel
830 East Main Street, Suite 200
Box 980240
Richmond, VA 23298-0240
Attention: Anne G. Scher, Esq.
Email: anne.scher@vcuhealth.org

With a copy to: ArentFox Schiff LLC
1717 K Street, N.W.
Washington, D.C. 20006-5344
Attention: Kenneth S. Jacob, Esq.
Email: kenneth.jacob@afslaw.com

F. Severability. If any provision of this Agreement is held to be invalid or unenforceable as applied to a specific set of circumstances, then all of the other provisions of this Agreement, including such unenforceable provision as applied to any other circumstances, will continue in full force and effect.

G. Amendment. No amendment shall be effective unless in writing and signed by Licensor and Licensee.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same agreement. The exchange of copies of this Agreement by facsimile, DocuSign or Portable Document Format ("PDF") transmission shall constitute effective execution and delivery of same as to the parties thereto and may be used in lieu of the original documents for all purposes. Signatures transmitted by facsimile, DocuSign or PDF shall be deemed to be original signatures for all purposes.

I. Effective Date. This Agreement is conditioned upon the authorization of the City Council of the City of Richmond ("City Council") for Licensor to enter into the Agreement and shall become effective on the date City Council adopts an ordinance giving such authorization ("Effective Date").

J. Authorization to Act. As of the Effective Date, the Chief Administrative Officer of the City of Richmond or a designee thereof is authorized to act on behalf of the City under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensors and Licensee have caused this Agreement to be executed by their duly authorized representative effective as of the date first written above.

LICENSOR:

THE CITY OF RICHMOND,
a municipal corporation of the Commonwealth of Virginia

Approved as to form:



By: _____

Name: J. E. Lincoln Saunders

Title: Chief Administrative Officer

LICENSEE:

**VIRGINIA COMMONWEALTH
UNIVERSITY HEALTH SYSTEM
AUTHORITY,** a public body corporate, public
instrumentality, and political subdivision of the
Commonwealth of Virginia

By: _____

Name: James Siegel

Title: Chief Financial Officer

EXHIBIT A

Scope of Work

SCOPE OF WORK 1/26/23

- A. Remediation of identified contaminated and hazardous materials within the building and structure:
 - 1. Abatement to include removal of remaining asbestos items at windows, fire doors and elevators in the parts of the building to be demolished.

- B. Demolition and removal of building structure to the existing 9th Street elevation:
 - 1. Demolition of the South Building (running east-to-west in-line with Clay Street) down to grade of approx. 154.00' (at grade of the adjacent social services building lower level.) Provide internally braced supports as necessary for walls along 10th Street to support sidewalks and adjacent street. Demolition will be down to the Slab-on-Grade. Slab-on-Grade to remain in place.
 - 2. Demolition of the West Building (running parallel to 9th Street) and other structures and MEP equipment down to the elevation of 9th Street (approx. 172.00'). Basement level to remain in entirety to maintain structural integrity of surrounding infrastructure.
 - 3. Disconnect/plug all utility services to the building (Electrical, water, gas, telecom).

- C. Protect site with fencing:
 - 1. Include 8' chain-link fence with fabric screen installed around the perimeter of the site (outboard or on top of the existing wall) as well as providing Concrete K-rails at the intersections of Clay 10th Street and Clay/9th Street for secondary protection.
 - 2. Provide fall protection at all leading edges created by demolition.

EXHIBIT B

Contractor's Insurance Program



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
01/24/2023

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

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

PRODUCER Willis Towers Watson Insurance Services Unit, Inc. c/o 26 Century Blvd P.O. Box 246151 Nashville, TN 37202-0151 USA	Willis Towers Watson Certificate Contact Tel: 1-877-845-7878 Fax: 1-866-467-2378 Email: certifications@willis.com												
INSURED DPH Construction, A General Partnership 22189 Sunset Hills Road, Suite 300 Reston, VA 20190	INSURER'S APPOINTED COVERAGE <table border="1"> <tr> <td>INSURER A: Liberty Insurance Corporation</td> <td>21404</td> </tr> <tr> <td>INSURER B: XL Insurance America Inc</td> <td>21554</td> </tr> <tr> <td>INSURER C: South American S & L Insurance Company</td> <td>27132</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Liberty Insurance Corporation	21404	INSURER B: XL Insurance America Inc	21554	INSURER C: South American S & L Insurance Company	27132	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Liberty Insurance Corporation	21404												
INSURER B: XL Insurance America Inc	21554												
INSURER C: South American S & L Insurance Company	27132												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 027057263 **REVISION NUMBER:**

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

TYPE OF INSURANCE		DATE	NO.	POLICY NUMBER	POLICY EFF. DATE	POLICY TERM	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			287-641-066043-032	09/01/2022	09/01/2023	EACH OCCURRENCE	\$ 5,000,000
	☐ CLAIMS-MADE ☒ OCCUR		AGGREGATE LIMIT TO BE FORTIFIED				\$ 1,000,000	
			PRODUCT & COM. AGG.				\$ 10,000	
			NON-POL. AGG. & PROP. INJ.				\$ 2,000,000	
DEF. AGGREGATE LIMIT APPLIES PER							PERSONAL & AD. INJURY	\$ 2,000,000
POLICY ☒ PRO ☐ LOC							GENERAL AGGREGATE	\$ 4,000,000
OTHER							PRODUCT - COM. AGG.	\$ 4,000,000
A	AUTOMOBILE LIABILITY			AR7-641-066043-013	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT	\$ 5,000,000
	☒ ANY AUTO		BODILY INJURY (Per person)				\$	
	☐ OWNED	☐ BI-SCH. OWNED	BODILY INJURY (Per accident)				\$	
	☐ AUTO ONLY	☐ NON-OWNED	PROPERTY DAMAGE				\$	
	☐ AUTO ONLY	☐ AUTO ONLY	PROPERTY DAMAGE				\$	
	☐ AUTO ONLY	☐ AUTO ONLY	PER. INJURY				\$	
B	MISCELLANEOUS			030002549712226	09/01/2022	09/01/2023	EACH OCCURRENCE	\$ 10,000,000
	☒ EXCESS/LINE		AGGREGATE				\$ 10,000,000	
	COB ☒ RETENTION / \$						\$	
A	Workers Compensation and Employers Liability			007-640-066043-032	09/01/2022	09/01/2023	☒ PERMANENT ☐ OTHER	
	ANY EMPLOYER/EMPLOYEE/INCLUSIVE OFFICER/DIRECTOR/OWNER/STOCK (Excluding to ME) ☐ Y/N ☒ N/A		E.L. EACH ACCIDENT				\$ 1,000,000	
	If yes, describe order		E.L. SICKNESS - EA EMPLOYEE				\$ 1,000,000	
	DESCRIPTION OF OPERATIONS below		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
C	Contractor's Pollution Liability (w/ Mold)			CSE 1827645 00	09/01/2022	09/01/2023	Each Poll. Cond./Agg.	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 97, Additional Remarks Schedule, may be attached if space opens is required)

CERTIFICATE HOLDER Signature of Insured:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

at 20: 23660364

2023 2824149