



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2020

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

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

<b>PRODUCER</b> Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 100 Carmel IN 46032	<b>CONTACT NAME:</b> Carrie Bolton <b>PHONE (A/C, No, Ext):</b> (317) 846-5554 <b>E-MAIL ADDRESS:</b> cbolton@shepherdins.com <b>FAX (A/C, No):</b> (317) 846-5444
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nautilus Insurance Company <b>INSURER B:</b> Great Divide Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Merrell Bros., Inc. 8811 W 500 N Kokomo IN 46901	

**COVERAGES**

CERTIFICATE NUMBER: CL208412526

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECP2029838-11	08/15/2020	08/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2029840-11	08/15/2020	08/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX2029841-12	08/15/2020	08/15/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA2029839-11	08/15/2020	08/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Environmental Combined Policy: Additional Insured - Blanket Form ECP 1004 08 16 Included; Waiver of Subrogation Form ENV 2004 06 18 Included / Business Auto Policy: Business Auto - Additional Insured When Required By Contract or Agreement Form BSUM CA 06 02 13 Included; Primary & Noncontributory - Other Insurance Condition Form CA 04 49 11 16 Included; Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation) Form CA 04 44 10 13 Included / Workers' Compensation Policy: Waiver of Our Right To Recover From Others Endorsement Form WC 00 03 13 04 84 / Excess Liability Policy: Follow Form Excess Liability Schedule of Underlying Insurance Form FFX 8002 07 18 Included.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Daytona Beach Utilities Department -  
 Waste Water Division  
 P.O. Box 2451  
 Daytona Beach FL 32115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00105933

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Shepherd Insurance, LLC.		NAMED INSURED MB Holding Company, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

RE: ITB 20281 - Biosolids Disposal Service.

## Additional Named Insureds

### Other Named Insureds

MB Equipment Leasing, LLC	Additional Named Insured
MB Real Estate Leasing, LLC	Additional Named Insured
Merrell Bros. Aviation, LLC	Additional Named Insured
MB Holding Company, Inc.	Additional Named Insured
Merrell Bros., LLC	Additional Named Insured

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

#### ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES PARTS A AND B – GENERAL LIABILITY
- COVERAGE D – CONTRACTORS POLLUTION LIABILITY

**SECTION III – WHO IS AN INSURED** is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
  - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
  - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
  - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
  - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

# ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

<p style="text-align: center;"><b>BUSINESS AUTO – ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT</b></p>
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This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**Section II – Liability Coverage A. – Coverage, 1. Who is an Insured,** is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
  2. The coverage and/or limits required by said contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Merrell Bros., Inc. <b>Endorsement Effective Date:</b> 8/15/20
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## SCHEDULE

<b>Name(s) Of Person(s) Or Organization(s):</b>
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Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required in writing by contract or agreement prior to loss.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**FOLLOW FORM EXCESS LIABILITY  
SCHEDULE OF UNDERLYING INSURANCE**

**Policy Number:** FFX2029841

<b>UNDERLYING POLICY TYPE</b>	<b>LIMITS OF INSURANCE</b>	<b>POLICY PERIOD</b>	<b>CARRIER &amp; POLICY NUMBER</b>
General Liability	\$ 1,000,000 Each Occurrence Limit  \$ 1,000,000 Personal & Advertising Injury Limit  \$ 2,000,000 General Aggregate Limit (Other than Products/Completed Operations)  \$ 2,000,000 Products/Completed Operations Aggregate Limit  \$ 1,000,000 Employee Benefit Liability – Aggregate Limit	08/15/2019 to 08/15/2020	Nautilus Insurance Company ECP2029838
Pollution/Professional	\$ 1,000,000 Contractors Pollution Liability Limit  \$ 1,000,000 Professional Liability Limit	08/15/2019 to 08/15/2020	Nautilus Insurance Company ECP2029838
Commercial Automobile	\$ 1,000,000 Liability - Combined Single Limit	08/15/2019 to 08/15/2020	Great Divide Insurance Company BAP2029840
Employer's Liability – Coverage B	\$ 1,000,000 BI by Accident - Each Accident Limit  \$ 1,000,000 BI by Disease - Policy Aggregate Limit  \$ 1,000,000 BI by Disease - Each Employee Limit	08/15/2019 to 08/15/2020	Great Divide Insurance Company WCA2029839

**The coverages above are provided in the underlying policies as listed.**