



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2016

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 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> John L. Wortham & Son, L.P. PO Box 1388 Houston, TX 77251-1388  www.worthaminsurance.com	<b>CONTACT NAME:</b> (HOU) Stephanie Ramirez	
	<b>PHONE (A/C No. Ext):</b> 713 526 3366 <b>FAX (A/C No):</b> 713 521 8266	
<b>INSURED</b> Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th Street Deer Park TX 77536	<b>E-MAIL ADDRESS:</b> stephanie.ramirez@worthaminsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Aspen Specialty Insurance Company	
	<b>INSURER B:</b> Liberty Mutual Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 28153447**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ERA9Y9015	4/21/2015	4/21/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 Contractors Pollution \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2641443542025	4/21/2015	4/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC2641443542015	4/21/2015	4/21/2016	<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)

--See Attached Remarks Schedule--

**CERTIFICATE HOLDER****CANCELLATION**South Carolina Emergency Management Department  
2779 Fish Hatchery Rd.  
West Columbia SC 29172

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

John L. Wortham &amp; Son, L.P.

*John L. Wortham & Son, L.P.*

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ACORD 25 (2014/01)

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## ADDITIONAL REMARKS SCHEDULE

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<b>AGENCY</b> John L. Wortham & Son, L.P.		<b>NAMED INSURED</b> Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th Street Deer Park TX 77536	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (01/14)

**HOLDER:** South Carolina Emergency Management Department

**ADDRESS:** 2779 Fish Hatchery Rd. West Columbia SC 29172

As Pertains Automobile Liability Policy-Primary Wording:

Per Form CA 00 01 03/10-Business Auto Coverage Form, Section IV - Business Auto

Conditions B. General Conditions 5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

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AS RESPECTS GENERAL LIABILITY POLICY:

Per Form ASPER108 0313, COMMERCIAL GENERAL LIABILITY & ENVIRONMENTAL EXPOSURE (GLEE) POLICY

III. WHO IS AN INSURED

F. Any person or organization with whom you agree to include as an insured pursuant to an insured contract is an insured, but: (i) only with respect to bodily injury, property damage, environmental damage or personal and advertising injury arising out of your operations, your work, equipment or premises leased or rented by you, or your products which are distributed or sold in the regular course of a vendor's business; and (ii) only for the lesser of the applicable limits of liability set forth in § II. of the Policy or the minimum limits of liability required by the insured contract; however:

1. A vendor is not an insured as respects bodily injury, property damage, environmental damage, emergency response cost, crisis cost or personal and advertising injury:

(a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

(b) Arising out of any express warranty unauthorized by you;

(c) Arising out of any physical or chemical change in the product made intentionally by the vendor;

(d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

(e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business,



# **ADDITIONAL REMARKS SCHEDULE**

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AGENCY John L. Wortham & Son, L.P.		NAMED INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th Street Deer Park TX 77536	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (01/14)

**HOLDER:** South Carolina Emergency Management Department

**ADDRESS:** 2779 Fish Hatchery Rd. West Columbia SC 29172

in connection with the distribution or sale of the products;  
 (f) Arising out of demonstration, installation, servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or  
 (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects bodily injury, property damage, environmental damage, emergency response cost, crisis cost or personal and advertising injury:

(a) Arising out of any occurrence, offense or pollution incident that takes place after the equipment lease expires or you cease to be a tenant; or

(b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

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 AS RESPECTS GENERAL LIABILITY POLICY:

Per Form ASPER108 0313, COMMERCIAL GENERAL LIABILITY & ENVIRONMENTAL EXPOSURE (GLEE) POLICY

### **VII. CONDITIONS**

#### **J. Other Insurance**

If other valid and collectible insurance is available for any loss subject to coverage under this Policy, our obligations are limited as follows:

#### **1. Primary Insurance**

Except as provided in paragraph 2. below, this insurance is primary. When this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, in which case we will share with all other primary insurance by the method described in paragraph 3. below. However, in the event that an insured contract requires this insurance to be primary for any person or organization whom you agreed to insure and provided such person or organization is an insured under this Policy, this insurance will be primary and we will not seek contribution from any other insurance issued to such person or organization.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** Garner Environmental Services, Inc.

Attn: Mrs Bobbie K. Risner

**Endorsement Effective Date:** 4/21/2015

### **SCHEDULE**

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

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2641443542025

Issued By: Liberty Mutual Fire Insurance Co.

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

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
As per schedule on file with broker at time of cancellation		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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

**ADVICE OF CANCELLATION**

**SCHEDULE**

**Name & Mailing Address Of Person(s) Or Organization(s):**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Number of Days' Notice 30 day notice or 15 days for non payment of premium**

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

If we cancel this policy for any reason, we will notify the persons or organizations shown in the Schedule above. We will send notice of cancellation to the mailing address listed above at least the number of days listed above before the cancellation becomes effective.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date or negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

### Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As per schedule on file with broker at time of cancellation.		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2641443542015      Effective Date      Premium \$

Issued to Garner Environmental Services, Inc.