

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

**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. Covered Autos Liability Coverage is changed as follows:

1. Paragraph a. of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, **Exclusion B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense"** means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Parties Contracted for Additional Insured Status.	Parties Contracted for Additional Insured Status.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2024 forms a part of

Policy No. GL663-44-68 issued to BRENNTAG NORTH AMERICA, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO
ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

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



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2024 forms a part of

Policy No. GL 663-44-68 issued to BRENNTAG NORTH AMERICA, INC.

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

BLENDED POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

SECTION I-COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution is deleted in its entirety and replaced by the following:

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph (a) does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premise, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire";
 - (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, automatic sprinkler leakage, earthquake, or collision or upset of "mobile equipment"; or
 - (v) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" caused by perils other than those listed in (iv) above, provided that:
 - a. Such pollution commences during the term of this policy;

- b. An Insured discovers the commencement of such pollution no later than twenty (20) calendar days after it commences; and
 - c. The insured reports the commencement of such pollution to us in writing no later than eighty (80) days following its discovery by any insured.
- (b) At or from any premise, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste:
- (i) Which is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom the insured may be legally responsible; or
 - (ii) On which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, subparagraph (b) does not apply to:
 - a. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other fluids that are needed to perform the normal, electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids that are brought on or to the premises, site or location with the intent that they be discharged or released as part of the operations being performed by such insured, contractor or subcontractor;
 - b. "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
 - c. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - d. The "bodily injury" or "property damage" arises out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, automatic sprinkler leakage, earthquake, or collision or upset of "mobile equipment"; or
 - e. The "bodily injury" or "property damage" arises out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" caused by perils other than those listed above, provided that:
 - 1. Such pollution commences during the term of this policy;

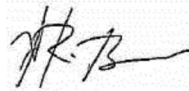
2. An insured discovers the commencement of such pollution no later than twenty (20) calendar days after it commences; and
 3. The insured reports the commencement of such pollution to us in writing no later than eighty (80) days following its discovery by any insured.
- (c) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

Furthermore, limitation (1) above shall not apply with respect to:

- (i) Collision, overturning, or upset of any railroad vehicle.
 - (ii) The products liability and completed operations liability hazards.
 - (iii) Any intentional discharge or dispersal of any substance for the purpose of mitigating or avoiding "bodily injury" and/or "property damage" subject to the policy retention.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", or
 - (b) Claim or "suit" by or on behalf of a governmental authority for Damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

However, this limitation (2) does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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



Authorized Representative

From: [Certificate of Insurance](#)
To: [Sarah Scovill](#); [Certificate of Insurance](#)
Cc: [Ameer Khan](#); [Daniela Behm](#); [Kassandra Myers](#); [Steven Urich](#)
Subject: FW: Brenntag Mid-South, Inc.
Date: Thursday, July 18, 2024 9:53:55 AM
Attachments: [image001.png](#)
[#City of Hollywood FL Brenntag Mid-South, Inc..pdf](#)
[image002.png](#)

Acceptable

From: Sarah Scovill <Sscovill@hollywoodfl.org>
Sent: Wednesday, July 17, 2024 8:29 AM
To: Certificate of Insurance <COI@hollywoodfl.org>
Cc: Ameer Khan <AKHAN@hollywoodfl.org>; Daniela Behm <DBEHM@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>; Steven Urich <surich@HollywoodFL.org>
Subject: Brenntag Mid-South, Inc.

Good morning,

Please find attached for review certificate of liability, auto and workers comp for Brenntag Mid-South, Inc. The vendor currently supplies liquid chlorine for operations as per BPA# PA600617.

Thank you,

Sarah

From: BMS Bids <BMS-Bids@brenntag.com>
Sent: Wednesday, July 17, 2024 8:24 AM
To: Sarah Scovill <Sscovill@hollywoodfl.org>
Cc: Ameer Khan <AKHAN@hollywoodfl.org>; Daniela Behm <DBEHM@hollywoodfl.org>; Kassandra Myers <KMYERS@hollywoodfl.org>; Steven Urich <surich@HollywoodFL.org>
Subject: [EXT]RE: Request: COI-Brenntag Mid-South, Inc. (Liquid Chlorine) PA600617

You don't often get email from bms-bids@brenntag.com. [Learn why this is important](#)

Good Morning Sarah,

Please see the attached COI as requested.

Regards,

Sara Terry
Municipal Bid Manager
Brenntag Essentials

 **BRENNTAG**
Brenntag Mid-South, Inc.

Phone: 828-729-7557
E-Mail: Sara.Terry@brenntag.com

www.brenntag.com
[LinkedIn](#) · [Facebook](#) · [Twitter](#) · [YouTube](#)

From: Sarah Scovill <SScovill@hollywoodfl.org>

Sent: Tuesday, July 16, 2024 4:51 PM

To: Ray Sibbitt/Mid-South/Brenntag <Ray.Sibbitt@brenntag.com>

Cc: Ameer Khan <AKHAN@hollywoodfl.org>; Daniela Behm <DBEHM@hollywoodfl.org>; Cassandra Myers <KMYERS@hollywoodfl.org>; Steven Urich <surich@HollywoodFL.org>

Subject: Request: COI-Brenntag Mid-South, Inc. (Liquid Chlorine) PA600617

You don't often get email from sscovill@hollywoodfl.org. [Learn why this is important](#)

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon,

Please provide a current copy of the required insurance certificates (commercial general liability, commercial auto liability, workers compensation and pollution liability) for Brenntag Mid-South.

I've attached a copy of the Insurance Requirements included in the original bid documentation for your reference.

The City of Hollywood must be added as certificate holder as per the following format:

City of Hollywood
Public Utilities
1621 N 14th Ave
Hollywood, FL 33019

Please also note the City of Hollywood must be added as additional insured for the Commercial General Liability and Commercial Auto Liability.

Thank you for your attention,

Sarah S. Scovill
City of Hollywood
Purchasing Clerk
Public Utilities, WWTP
Tel: 954-921-3288
Fax: 954-921-3411



Sarah Scovill

Purchasing Clerk
City of Hollywood
Public Utilities
1621 N 14th Ave.
P.O. Box 229045
Hollywood, FL 33022-9045
Office: 954-921-3288
E-mail: SScovill@hollywoodfl.org



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