



Foremost Property and Casualty Insurance Company

WORKERS COMPENSATION POLICY



Workers Compensation and Employers Liability Insurance Policy

FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

A member of the Foremost Insurance Group of Companies

Foremost Property and Casualty Insurance Company
5600 Beech Tree Lane
Grand Rapids, Michigan 49316

Insured

DAMMON ENGINEERING, INC.
554 OLD SPANISH TRAIL
SLIDELL LA 70458

Producer

ROBERT L AUBERT CO INC
PO BOX 1360
COVINGTON LA 70434-1360

(985) 892-3101

In Witness Whereof, we have caused this policy to be executed and attested, and this policy shall not be valid unless countersigned on the Information Page by our authorized representative.

President

Secretary

Dear Workers' Compensation Customer,

Thank you for selecting the Foremost Insurance Group for your Workers' Compensation Insurance coverage. We are happy to have you as a customer and to service your business needs.

The premium shown on the information page, schedule of operations, and endorsements is an estimate. An independent auditor may contact you to review your accounting records or we may request completion of a Policy Holder Report. We do so to ensure a fair premium is paid by each insured, based on the actual payroll exposure for the time the policy was in force. If a physical audit is made of your accounting records, the auditor will review the following areas.

- Verify the policy has been properly classified according to the types of job duties your employees perform.
- Determine actual payroll assigned to each classification based on individual job duties of each employee.
- Payroll and overtime must be segregated by classification.
- Review your records for proper treatment of tips and overtime based upon the laws of the states listed in your policy.
- Review of subcontracted payroll to others. Please obtain a Certificate of Workers' Compensation Insurance from each subcontractor for any work performed. This will prevent unnecessary confusion and additional premium charges when the policy is finalized. If no certificates are available for review at the time of the audit, subcontracted payroll will be included in the premium basis.

If a Policy Holder Report is sent to you for completion of payroll information, we will request a copy of your federal or state payroll reporting forms or other payroll sources to verify the payroll reported.

If you would like more information concerning your Workers' Compensation policy, your agent will be happy to assist you.

Attention

ACTION REQUIRED

Dear Policyholder;

Thank you for choosing Foremost Insurance Group for your Workers Compensation needs. We appreciate your business.

In order to obtain your state mandated workers compensation forms and information regarding how to report a claim:

- Proceed to the web address: www.mysafetypoint.com
- Register
- Click on the link "Claims Forms and Posting Notices" under the Reference Links section
- Follow the instructions for your state.

Thank you for your business. If you have any questions, please call your agent.

IMPORTANT NOTICE PLEASE READ!

Any changes to your business that could affect your insurance policy or coverage should be reported to us immediately. State Workers' Compensation bureaus, and your policy contract with Foremost Insurance Group, require that current and accurate information be used as the basis for determining insurance coverage and pricing.

Examples of changes that should be immediately reported include, but may not be limited to:

- **Mailing address change;**
- **Location change;**
- **Additional locations added;**
- **Additional states added;**
- **Changes in operations requiring removal or addition of classifications to the policy;**
- **Change in corporate entity type or status;**
- **FEIN number has changed, and;**
- **Change in ownership.**

Please contact your agent immediately if any of these changes should occur.

NOTE: Failure to report changes in a timely manner could result in insufficient coverage as well as fines imposed by Workers' Compensation state bureaus.

Notice to Our Customers

MySafetyPoint - Loss Control Services

When you purchase insurance from Foremost Insurance Group you are insured by one of the leading insurance carriers. We are always working to improve our products and offer our agents and their clients a little extra. This notice is to advise you of a new offering we hope you will find helpful in your business. We joined forces with our Loss Control team to develop a new service called MySafetyPoint - Loss Control Services. MySafetyPoint - Loss Control Services is a program designed to give you valuable information on risk improvement and loss prevention. By using basic policy information you provided, we are able to generate industry specific loss prevention suggestions including, exposure information, major causes of loss and recommendations to prevent losses.

The document is a detailed report, which identifies causes of loss and discusses possible control strategies you can immediately use in your business. Implementing some of the suggestions has the potential to lead to less workplace accidents and less employee time off.

This service is provided free of charge and available from your agent. Please contact them and they will be able to print or email the document to you. Your agent has also received a notice, asking that they contact you. Make sure you're in contact with your agent to examine the document.

We urge you to take advantage of this service. We are certain you will find this program is a value added feature.

Contact your agent to find out more about MySafetyPoint - Loss Control Services.

The information provided through this service is compiled from sources believed to be reliable. We make no guarantee of results and assume no liability in connection with the information, methods or safety suggestions offered. Moreover, Foremost Insurance Group reminds you that this service cannot be assumed to contain every acceptable safety and compliance procedure or that additional procedures might not be required by abnormal or unusual circumstances.

LOUISIANA AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the Policy because Louisiana is shown in Item 3.A. of the Information Page.

PART FIVE—PREMIUM

Section E., Final Premium of Part Five (Premium) of the policy is replaced by the following:

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way, unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time that this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be calculated using one of the following methods as listed in the Schedule of this endorsement:
 - a. Pro rata based on the time that this policy was in force. Final premium will not be less than the pro rata share of the minimum premium, or
 - b. More than pro rata; it will be based on the time that this policy was in force, and increased by our short-rate cancellation procedure that has been filed with and approved by the commissioner. Final premium will not be less than the minimum premium.

PART SIX—CONDITIONS

The Cancellation Condition of the policy is replaced by this Condition:

D. Cancellation

1. If coverage has not been in effect for sixty days and the policy is not a renewal, cancellation shall be effected by mailing or delivering a written notice to the first-named insured at the mailing address shown on the policy at least sixty days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium shall be mailed or delivered at least ten days prior to the effective date of cancellation. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, no insurer shall cancel a policy unless the cancellation is based on at least one of the following reasons:
 - a. Nonpayment of premium.
 - b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
 - c. Activities or omissions on the part of the named insured which change or increase any hazard insured against, including a failure to comply with loss control recommendations.
 - d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision.
 - e. Determination by the commissioner of insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state or any other state.
 - f. Violation or breach by the insured of any policy terms or conditions.
 - g. Such other reasons that are approved by the commissioner of insurance.
2. a. A notice of cancellation of insurance coverage by an insurer shall be in writing and shall be mailed or delivered to the first-named insured at the mailing address as shown on the policy. Notices of cancellation based on conditions 1.b. through 1.g. above shall be mailed or delivered at least thirty days prior to the effective date of the cancellation; notices of cancellations based upon condition 1.a. above shall be mailed or delivered at least ten days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation.

(Ed. 8-15)

- b. The insurer shall provide the first-named insured with a written statement setting forth the reason for the cancellation where the insured requests such a statement in writing and the named insured agrees in writing to hold the insurer harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement.
3. An insurer shall provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance company or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the insured.
4. An insurer may decide not to renew a policy if it delivers or mails to the first-named insured at the address shown on the policy written notice it will not renew the policy. Such notice of nonrenewal shall be mailed or delivered at least sixty days before the expiration date. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage shall remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.
5. Notice of nonrenewal shall not be required if the insurer or a company within the same insurance group has offered to issue a renewal policy, or where the named insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If an insurer provides the notice described in paragraph 4 above and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. An insurer shall mail or deliver to the named insured at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days prior to the expiration date of the policy. If the insurer fails to provide such thirty-day notice, the coverage provided to the named insured at the expiring policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
8. Paragraph 7 shall not apply to the following:
 - a. Changes in a rate or plan filed with the commissioner of insurance and applicable to an entire class of business.
 - b. Changes based upon the altered nature or extent of the risk insured.
 - c. Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
 - d. Changes requested by the insured.
9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, shall be sufficient proof of notice.

Section I., **Actions Against Us**, of Part Two (Employers Liability Insurance) of the policy is replaced by the following:

I. Actions Against Us

You may not bring an action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

This Condition is added to the policy:

Your Right to Remove Agent

We will not change or remove the agent of record who wrote this policy prior to the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 15 days in advance of the change or removal.

Schedule

1. If you cancel, final premium for this policy will be calculated: X pro rata, or _____ more than pro rata

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/18/2016

Policy No. WC 12543569 00

Endorsement No.
Premium \$

Insured DAMMON ENGINEERING, INC.

Insurance Company FOREMOST PROPERTY AND CASUALTY INSURANCE
COMPANY

Countersigned by _____

WC 17 06 01 F
(Ed. 8-15)

Workers Compensation and Employers Liability Insurance Policy

FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

Information Page

NCCI Company No.: 24090

Branch GRAND RAPIDS	Policy Number WC 12543569 00	Producer Code 02122752	Previous Policy Number NEW	
Servicing Address PO Box 2487		Grand Rapids, MI 49501-2487		
ITEM 1. Name Insured and Mailing Address DAMMON ENGINEERING, INC. 554 OLD SPANISH TRAIL SLIDELL LA 70458		Producer Name and Servicing Address ROBERT L AUBERT CO INC PO BOX 1360 COVINGTON LA 70434-1360 (985) 892-3101		
This Information Page, with policy provisions and endorsements, if any, completes this policy.				
Insured is: CORPORATION				
Risk I.D. No:		F.E.I.N.: 721075648		
Other Workplaces Not Shown Above:		SEE SCHEDULE OF INSURED AND LOCATIONS		
ITEM 2. Policy Period: From: 07/18/2016 To: 07/18/2017 12:01 a.m. Standard Time at the Insured's Mailing Address				
ITEM 3.				
A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: LA				
B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:				
	Bodily Injury by Accident	\$	<u>1,000,000</u>	Each Accident
	Bodily Injury by Disease	\$	<u>1,000,000</u>	Policy Limit
	Bodily Injury by Disease	\$	<u>1,000,000</u>	Each Employee
C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: ALL STATES EXCEPT ND, OH, WA, WY AND THOSE LISTED IN 3A.				
D. This policy includes these endorsements and schedules: SEE FORMS AND ENDORSEMENTS APPLICABLE LIST				
ITEM 4.				
The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required on the following Classification Schedule (s) is subject to verification and change by audit.				
SEE CLASSIFICATION SCHEDULE				
Total Estimated Standard Premium	\$	1,009.00	If indicated below, adjustments of premium shall be made: <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	
Premium Discount	\$			
Expense Constant	\$	180.00		
Premium for Endorsements	\$	62.00		
Taxes and Surcharges	\$			
Total Estimated Annual Premium	\$	1,251.00		
Minimum Premium	\$	550.00		
Deposit Premium	\$	1,251.00		

Issue Date: 07/29/2016

INSURED COPY

Countersigned By Authorized Representative

WC 00 00 01 A (Ed. 09-02)

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Workers Compensation and Employers Liability Insurance Policy

FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

List of Additional Forms Enclosed - Agent's Only - Non-Policy Forms

Branch		Policy Number	Producer Code
GRAND RAPIDS		WC 12543569 00	02122752
Form Number		Form Description	
U-WC-3057	06-13	AGENT MAIL SHEET	
WC 99 00 71	01-00	INSURED MAIL SHEET	
U-WC-380-A	12-99	COMMISSION MEMORANDUM	

Issue Date: 07/29/2016

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U-WC-375-A (Ed. 10-99)
PAGE 1 OF 1

Workers Compensation and Employers Liability Insurance Policy

FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

List of Additional Forms Enclosed - Non-Policy Forms

Branch		Policy Number	Producer Code
GRAND RAPIDS		WC 12543569 00	02122752

Form Number	Form Description
U-WC-3046 09-12	NOTICE TO POLICYHOLDER - CLAIMS FORMS AND POSTING NOTICES
9S5410 08-15	WORKERS COMPENSATION AUDIT INFORMATION LETTER
9S5087 08-08	NOTICE TO OUR CUSTOMERS VIRTUAL CONSULTING REPORT

Issue Date: 07/29/2016

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U-WC-376-A (Ed. 10-99)
PAGE 1 OF 1

Workers Compensation and Employers Liability Insurance Policy

FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

Schedule of Insureds and Locations

Branch GRAND RAPIDS	Policy Number WC 12543569 00	Producer Code 02122752
SCHEDULE OF INSUREDS AND LOCATIONS		
DAMMON ENGINEERING, INC. F.E.I.N.#: 72-1075648	554 OLD SPANISH TRAIL SLIDELL	LA, 70458

Issue Date: 07/29/2016

Workers Compensation and Employers Liability Insurance Policy

FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

Classification Schedule

Branch GRAND RAPIDS		Policy Number WC 12543569 00		Producer Code 02122752	
ITEM 4. CLASSIFICATION OF OPERATIONS					
LOC.	Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Premium Basis	Rates	Estimated Annual Premium
			Total Estimated Annual Remuneration	Per \$100 of Remuneration	
001	DAMMON ENGINEERING, INC. LOUISIANA				
	554 OLD SPANISH TRAIL SLIDELL LA, 70458				
	ARCHITECTURAL OR ENGINEERING FIRM - INCLUDING SALESPERSONS & DRIVERS	8601	110,000	.790	869
	CLERICAL OFFICE EMPLOYEES NOC	8810	45,000	.470	212
				FACTOR	
	PREMIUM FOR INCREASED LIMITS PART TWO	9812		.0140	15
	PREMIUM FOR INCREASED LIMITS PART TWO - BTM	9848			135
	SCHEDULE RATING PLAN CREDIT	9887		.180-	222-
	TOTAL ESTIMATED ANNUAL STANDARD PREMIUM				1,009
	EXPENSE CONSTANT CHARGE	0900			180
TERRORISM	9740	155,000	.020	31	
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERROR)	9741		.020	31	
TOTAL ESTIMATED ANNUAL PREMIUM				1,251	

Issue Date: 07/29/2016

Workers Compensation and Employers Liability Insurance Policy

FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

Forms and Endorsements Applicable List

Branch		Policy Number	Producer Code
GRAND RAPIDS		WC 12543569 00	02122752

Form Number	Form or Endorsement
WC 99 00 01	COVER PAGE
25-3063	IMPORTANT NOTICE
WC 00 00 00 C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 00 01 A	INFORMATION PAGE
WC 99 00 02	SCHEDULE OF INSUREDS AND LOCATIONS
WC 99 00 05	CLASSIFICATION SCHEDULE
WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 00 04 14	NOTIFICATION OF CHANGE OF OWNERSHIP ENDORSEMENT
WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 21 D	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC 00 04 22 B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC 17 03 03	LOUISIANA DUTY TO DEFEND ENDORSEMENT
WC 17 06 01 F	LOUISIANA AMENDATORY ENDORSEMENT
WC 17 06 02 A	LOUISIANA COST CONTAINMENT ACT

Issue Date: 07/29/2016

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE**WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

**PART FIVE
PREMIUM**

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX
CONDITIONS**

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 07/18/2016 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC 12543569 00 of the FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to DAMMON ENGINEERING, INC.

Premium (if any) \$ _____
Authorized Representative

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

ST TAMMANY PARISH GOVERNMENT, PO BOX 628, COVINGTON, LA. 70434

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has 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.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/18/2016	Policy No. WC 12543569 00	Endorsement No.
		Premium:
Insured DAMMON ENGINEERING, INC.		
Insurance Company FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY		Countersigned by _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has 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.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule	Rate	Premium
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/18/2016

Policy No. WC 12543569 00

Endorsement No.

Premium

Insured DAMMON ENGINEERING, INC.

Insurance Company FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

Countersigned by _____

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:
Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/18/2016 Policy No. WC 12543569 00 Endorsement No.
Premium:
Insured DAMMON ENGINEERING, INC.
Insurance Company FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY Countersigned by _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 17 06 02 A

LOUISIANA COST CONTAINMENT ACT ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 07/18/2016 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC 12543569 00 Endorsement No. _____
of the FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to DAMMON ENGINEERING, INC.

Premium (if any) \$ _____
Authorized Representative

This endorsement applies only to the insurance provided by the policy because Louisiana is shown in Item 3.A. of the Information Page.

You may be eligible for a two (2) percent reduction in your premium if you attend a cost containment meeting conducted by the Occupational, Safety and Health Administration (OSHA) Section of the Office of Workers Compensation Administration. In order for you to receive the reduction, you must submit to us a certificate of attendance from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date you attended the cost containment meeting.

You may also be eligible for an additional five (5) percent reduction in your premium if you have attended a cost containment meeting and have subsequently satisfactorily implemented an occupational safety and health program prescribed by the OSHA Section. In order for you to receive the reduction, you must submit to us a Certificate of Satisfactory Implementation of Occupational, Safety and Health Program from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date of your certification.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 04 14 (Ed. 7-90)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 07/18/2016 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC 12543569 00 of the FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to DAMMON ENGINEERING, INC.

Authorized Representative

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and

other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

LOUISIANA DUTY TO DEFEND ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Louisiana is shown in Item 3.A of the Information Page.

The duty to defend provision of the policy is replaced by this provision.

Part Two - Employer's Liability**D. We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

Our duty to defend ends when the limit of liability has been exhausted by the payment of a judgement or settlement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/18/2016 Policy No. WC 12543569 00 Endorsement No.
Insured DAMMON ENGINEERING, INC.

Insurance Company FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

Countersigned by _____

Workers Compensation and Employers Liability Insurance Policy

FOREMOST PROPERTY AND CASUALTY INSURANCE COMPANY

Commission Memorandum

Branch GRAND RAPIDS	Policy Number WC 12543569 00	Producer Code 02122752
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COMMISSION MEMORANDUM

LINE OF BUSINESS	COMMISSION
Workers Compensation	12.0**
* Assessments	0.0

* Includes assessments, surcharge and/or taxes applicable.

** This rate will be applied to all future premium entries except the final audit.
The commission will be adjusted on the final audit.

Issue Date: 07/29/2016

INSURED COPY

U-WC-380-A (12/99)
Page 1 of 1