DATE: February 28, 2023

TO: Mayor and Council Members

FROM: Residential Sound Insulation Department

SUBJECT: Agreement with The Jones Payne Group, Inc. to Provide Program Management Services

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve an agreement with The Jones Payne Group, Inc. (Jones Payne), to provide management services to the City's Residential Sound Insulation Program, in an amount not to exceed $250,000 (Noise Mitigation Fund); and

2. Adopt a resolution amending the City's Fiscal Year 2022-2023 Annual Budget.

BACKGROUND:
The City has been awarded funds by the Federal Aviation Administration (FAA) and the Los Angeles World Airports (LAWA) to allow staff to continue on the final phases of the Residential Sound Insulation (RSI) Program.

DISCUSSION:
Due to the complexity of the construction phase, RSI requires additional management oversight. Jones Payne has developed unique project management methods and systems for various programs through its extensive national practice. Jones Payne has supported and provided excellent architectural and management services to Inglewood's RSI Program for over the last sixteen (16) years.

The award of this contract will allow Jones Payne to continue to assist in the RSI Program under the caption “Professional Services,” as outlined in Section 2-198.1(g) of the Inglewood Municipal Code, which reads as follows:

Exceptions to Competitive Bidding Requirement. Professional Services. Nothing shall be construed to preclude the City from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this Article. The term "professional services" means services entailing a high degree of specialized technical or mental skill. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsmen, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractics, optometry.
FINANCIAL/FUNDING ISSUES AND SOURCES:
Funds of $250,000 will be available in the Fiscal Year 2022-2023 Budget under Account Code No. 222.032.3261.44830.00 (Noise Mitigation Fund-RSI-Program Administration-Contract Services).

The Noise Mitigation Fund Account and Revenue source is entirely grant funded through FAA and LAWA and does not require any use of General Fund money.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Agreement
Attachment No. 2 - Resolution

PREPARED BY:
Joi L. Aldridge, Administrative Operations & Outreach Coordinator

COUNCIL PRESENTER:
Bettye R. Griffith, Residential Sound Insulation Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: Bettye Griffith, Residential Sound Insulation Director

ASSISTANT CITY MANAGER APPROVAL: Louis Atwell, Assistant City Manager

CITY MANAGER APPROVAL: Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO.: _____

This Agreement is made and entered into this ___ day of ____________, 2023, by and between the City of Inglewood, a municipal corporation and charter city ("City"), One Manchester Boulevard, Inglewood, California 90301 and The Jones Payne Group, Inc. ("Contractor"), a foreign corporation, C217994, with its principal place of business located at 123 North Washington Street, 3rd Floor, Boston, Massachusetts 02114.

WHEREAS, City desires to retain the services of an experienced architectural/engineering firm to provide program management and related services for the City of Inglewood Residential Sound Insulation Program; and

WHEREAS, Contractor submitted a proposal dated February 7, 2023, holding itself out as a capable, competent, and qualified architectural/engineering firm that is able to provide the City with the above-mentioned services for the City of Inglewood Residential Sound Insulation Program; and

WHEREAS, Contractor agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research; and

WHEREAS, this professional services agreement is exempt from competitive bidding requirements in accordance with Inglewood Municipal Code section 2-198.1(g);

NOW, THEREFORE, the City and Contractor (collectively referred to as the "Parties") agree as follows:

ARTICLE 1 – SCOPE OF CONTRACTOR’S SERVICES

1.1 Scope of Services. Contractor shall: (1) work closely with City staff in the support for Group 15.26J (Stadium Park); and (2) provide oversight and management for all task related services identified in this work plan. Management and coordination will include project procedures, policies, reporting and
communication (verbal and written), final project reports, and related services for the
City of Inglewood Residential Sound Insulation Program such as: Program
Management and Construction Phase Services.

1.2 License/Permits. Contractor shall obtain, at its own expense, all
necessary licenses and permits, including, but not limited to, those required by the
City of Inglewood, to perform the services contemplated by this Agreement.

1.3 Conflict of Interest. Contractor covenants that neither it, nor any of its
employees, agents, contractors, and/or subcontractors has any interest, nor shall they
acquire any interest, direct or indirect, in the subject of this Agreement, nor any other
interest which would conflict in any manner or degree with the performance of its
services hereunder.

1.4 Warranty. Contractor warrants that it shall perform the services required
by this Agreement in compliance with all applicable Federal and California
employment laws, including, but not limited to, those laws related to minimum hours
and wages; occupational health and safety; fair employment and employment
practices; workers' compensation insurance and safety in employment; and all other
Federal, State, and local laws and ordinances applicable to the services required
under this Agreement.

1.5 Professional Practices. It is mutually agreed that the City is relying upon
the professional skill of Contractor as a specialist in the work. Contractor shall
perform all services required by this Agreement in a first-class manner and shall
conform to the highest and best professional standards of quality observed by a
person practicing in Contractor's profession. Acceptance of the Contractor's work by
the City does not operate as a release of Contractor's representations.

ARTICLE 2 – SCOPE OF CITY'S DUTIES

2.1 The City shall provide Contractor with such necessary and appropriate
information which it possesses and which are necessary for carrying out the work as
outlined in this Agreement.
ARTICLE 3 – COMPENSATION

3.1 Maximum Compensation. The total maximum compensation paid to Contractor for the performance of all services shall not exceed the sum of Two Hundred and Fifty Thousand Dollars ($250,000.00).

<table>
<thead>
<tr>
<th>TASK</th>
<th>MAX TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Mgmt.</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Construction Phase Svrs.</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$250,000.00</td>
</tr>
</tbody>
</table>

3.2 Invoices. All invoices submitted by Contractor shall be submitted on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement number; (4) total Agreement amount; (5) total invoice amount; (6) description of services or supplies provided; (7) Contractor's employee name providing service, time spent and hourly rate; (8) total billed to date; and (9) the total amount remaining on the Agreement. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

3.3 Documentation. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify on each invoice that it is entitled to receive the amount invoiced.

3.4 Additional Services and Late Fees. Contractor agrees that, should work be performed outside of the Scope of Services as contemplated by and provided for in this Agreement without prior written approval of the City, such work shall be deemed to be gratuitous on the part of the Contractor, and Contractor shall have no claim against the City for reimbursement of such work. Furthermore, City shall not be charged any late fee or penalty for delays in the payment of any invoice.
ARTICLE 4 – NOTICE

4.1 Notices. Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and mailed to the respective Parties as follows:

City: 
City Clerk
City of Inglewood
1 Manchester Blvd.
Inglewood, CA 90301

Contractor:
John Hansen, III, President & CEO
The Jones Payne Group Inc.
123 N. Washington St., 3rd Floor
Boston, MA 02114

With a Copy to:
Bettye R. Griffith, Director
City of Inglewood
1 Manchester Blvd.
Inglewood, CA 90301

Agent for Service of Process:
Business Filings Incorporated
818 W. Seventh St., Suite 930
Los Angeles, CA 90017

ARTICLE 5 – TERM & TERMINATION

5.1 Term. Unless otherwise terminated or suspended, the term of this Agreement shall expire on January 31, 2024. This Agreement may be extended, under the same terms and conditions, for six (6) additional months, upon prior mutual written agreement of the Parties.

5.2 Notice of Termination. The City reserves and has the right and privilege of immediately terminating, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such
termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

5.3 Compensation. In the event of termination, Contractor shall within fifteen (15) days submit its final accounting report to the City.

ARTICLE 6 – NO AGENCY RELATIONSHIP

6.1 Independent Contractor. No agency relationship between Contractor and City is intended or created by this Agreement. Contractor is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of the City; it being expressly understood that Contractor is and at all times shall remain a wholly independent contractor. Contractor shall have no authority to bind the City in any manner, to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred in writing by an authorized representative of the City.

6.2 No Retirement/Health Benefits. Neither Contractor, nor any of Contractor's officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefit that may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to such rights. Contractor agrees to purchase its own workers' compensation insurance for California.

6.3 CalPERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 Ownership of Documents. All documents prepared, developed, or discovered by Contractor in the course of providing any services pursuant to this Agreement including, but not limited to, original studies, surveys, reports, data, notes, computer files, and all other documents are and shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, Contractor shall give the City all such documents, including, but not limited to, original studies, surveys, reports, data, notes, computer files, and other documents within ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to the City.

ARTICLE 8 – CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION

8.1 Confidentiality. All information gained or work product produced by Contractor in the performance of this Agreement shall be considered confidential, unless such information is in the public domain. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

8.2 Subpoena Response. Contractor, its officers, employees, agents, or subcontractors shall not voluntarily provide declarations, letters of support, responses to interrogatories, and testimony at depositions, or respond to a court order or subpoena, or provide other information concerning the work performed under this Agreement without the City’s prior written approval.

Contractor shall promptly notify the City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed hereunder. City retains the right to
be present at any deposition, hearing, or similar court-ordered proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests served on Contractor and proposed responses thereto. However, this right to review any response does not imply or mean the right by City to control, direct, or rewrite said response.

8.3 Indemnification/Reimbursement. If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, the City shall have the right to reimbursement and indemnity from Contractor for any damages, costs, and fees, including attorney fees, caused by or incurred as a result of Contractor's negligence and/or wrongful conduct.

ARTICLE 9 – INSURANCE, HOLD HARMLESS AND BOND

9.1 Insurance Requirements:

9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and having a current A.M. Best rating of not less than A:VII.

9.1.2 Insurance Verification. Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to these requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

9.1.3 Commencement of Services. Contractor and/or its sub-contractor shall not commence services under this Agreement until it has provided evidence satisfactory to the City Attorney that it has secured all insurance required under this Article. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise.
from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, or employees. The cost of such insurance shall be borne by the Contractor.

9.2.0 Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

9.2.1 Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and aggregate.

9.2.2 Automobile liability for any vehicle (Code 1) with a policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and aggregate.

9.2.3 Workers’ compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving, subrogation rights under its workers’ compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.

9.2.4 Professional errors and omissions ("E&O") liability insurance with policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

9.3.0 Endorsements. The comprehensive general liability insurance and auto insurance policies shall contain or be endorsed to contain the following provisions:

9.3.1 Additional insureds: “The City of Inglewood and officials, officers, agents, employees, and volunteers are additional insureds with respect to this subject project and contract with the City.”
9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the
coverage reduced, until thirty (30) days after written notice is given to the City. City
will accept ten (10) days prior written notice for non-payment of premium.

9.3.3 Primary Insurance & Non-contributing Insurance: "This insurance is
primary and any other insurance maintained by the City of Inglewood shall be excess
and not contributing with the insurance provided by this policy."

9.4 Deductibles. If any of such policies provide for a deductible or self-
insured retention to provide such coverage, the amount of such deductible or self-
insured retention shall be approved in advance by the City. No policy of insurance
issued as to which the City is an additional insured shall contain a provision which
requires that no insured except the named insured can satisfy any such deductible or
self-insured retention.

9.5 Hold Harmless: Contractor agrees to hold City harmless from any
liability for bodily or personal injury or death of any person and for injury to or loss of
any property resulting from or arising out of the negligent or wrongful acts of
Contractor, its officers, employees, agents, or representatives, in performance or
failure to perform any service required by this Agreement.

ARTICLE 10 - MISCELLANEOUS

10.1 Extra Work. Contractor shall not receive compensation for any service
provided outside of the Scope of Services listed above unless approved in writing by
the City Council. It is specifically understood that oral requests and/or approvals of
such additional service or additional compensation shall be barred and are
unenforceable. Contractor shall not charge and City shall not pay any finance charges
and/or late fees on any overdue invoices.

10.2 Authority to Sign Agreement. The person executing this Agreement on
behalf of the Contractor warrants that: (1) the Contractor is duly organized and
existing; (2) he/she is duly authorized to execute this Agreement on behalf of the
Contractor; (3) by so executing this Agreement, the Contractor is formally bound to the
provisions of this Agreement; and (4) the entering into this Agreement does not violate any provision of any other Agreement to which the Contractor is bound.

10.3 Right to Audit. City shall have access to and the right to examine, audit, excerpt copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City auditors, at all reasonable times, shall have access to the offices of Contractor and its subcontractors, and all necessary records, and shall be provided adequate working area for the city auditors to conduct audits in compliance with this Agreement. Such working area shall include: a desk, chair, calculator, and telephone, and shall have ready access to a photocopy and facsimile machine. City auditors shall be allowed to interview any employee of Contractor and its subcontractors throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law.

All materials, including all pertinent financial records and proprietary data, shall be stored and maintained by Contractor at its main facility. Originals and/or copies of such documents or records shall be provided, at Contractor's expense, directly to the City.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this Agreement may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

10.4 Non-Assignability. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of City.

10.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq., (“Prevailing Wage Laws”), which require
the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services under this Agreement are subject to the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

10.7 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of services under this Agreement.

10.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.9. Interpretation. The Parties waive any benefit from the principle of contra proferentum and interpreting ambiguities against the drafter. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

10.10 Titles. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

10.11 Counterparts. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each
counterpart shall be deemed an original and, when taken together with the other
signed counterparts, shall constitute one Agreement, which shall be binding upon and
effective as to all Parties.

10.12 Severability; Invalidity. In the event that any condition or covenant
herein is held to be invalid or void by any court of competent jurisdiction, the same
shall be deemed severable from the remainder of the Agreement and shall in no way
affect any other covenant or condition herein contained as long as the invalid provision
does not render the Agreement meaningless with regard to a material term, in which
event the entire Agreement shall be void. If such condition, covenant, or other
provision shall be deemed invalid due to its scope of breadth, such provision shall be
deemed valid to the extent of the scope of breadth permitted by law.

10.13 Governing Law; Venue. This Agreement shall be interpreted, construed,
and governed according to the laws of the State of California. In the event of litigation
between the Parties, venue in state trial courts shall lie exclusively in the County of
Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue,
Torrance, California 90503-5058. In the event of litigation in the United States District
Court, venue shall lie exclusively in the Central District of California in Los Angeles.

10.14 Entire Agreement. This Agreement is the entire, complete, final and
exclusive expression of the Parties with respect to the matters addressed herein and
supersedes all other agreements or understandings, whether oral or written, entered
into between the Contractor and City prior to the execution of this Agreement. No
statements, representations, or other agreements, whether oral or written, made by
any party which are not embodied herein shall be valid and binding unless in writing
and duly executed by the Parties or their authorized representatives.
IN WITNESS WHEREOF, the City of Inglewood and Contractor, have executed this Agreement as of the date first written above.

CITY OF INGLEWOOD

James T. Butts, Jr., Mayor

THE JONES PAYNE GROUP INC.

John Hansen, III, President & CEO

ATTEST:

Yvonne Horton, City Clerk

APPROVED AS TO FORM:

Kenneth Campos, City Attorney
ATTACHMENT NO. 2
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA, AMENDING THE 2022/2023 ANNUAL BUDGET

WHEREAS, the City of Inglewood Department of Residential Sound Insulation provides residential sound insulation services to eligible homeowners within the City; and

WHEREAS, the Residential Sound Insulation Department recommends the award of a Construction contract for a capital project funded by Los Angeles World Airports (LAWA) and the Federal Aviation Administration (FAA); and

WHEREAS, project funds are available from existing Residential Sound Insulation grant funds awarded by LAWA and the FAA; and

WHEREAS, the contract will be budgeted in the current FY 2022/2023 Budget; and

WHEREAS, a budget amendment is necessary to account for this transaction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood, California, that the Fiscal Year 2022/2023 City Budget be amended to reflect the adjustments as shown in Exhibit “A”.

BE IT FURTHER RESOLVED, that the City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption February 2023.

_____________________________________________________
James T. Butts, Jr.
California

ATTEST:

_____________________________________________________
Aisha L. Thompson
(SEAL)
EXHIBIT “A”
Exhibit A

Budget Change Request

For: Agreement with The Jones Paytec Group, Inc., to provide management services to the City's Residential Sound Insulation Program

Date of Request: 28 Apr 22

<table>
<thead>
<tr>
<th>ID #</th>
<th>ID Description</th>
<th>Revenue Source Description</th>
<th>FY2022-23 Budget Amount</th>
<th>Amendment Requested Amount</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>1135</td>
<td>LAWA</td>
<td></td>
<td>$50,000.00</td>
<td>$</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>6209</td>
<td>FAA</td>
<td></td>
<td>$200,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td></td>
<td>$250,000</td>
<td>$</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ID #</th>
<th>ID Description</th>
<th>Revenue Source Description</th>
<th>FY2022-23 Budget Amount</th>
<th>Amendment Requested Amount</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>2271</td>
<td>Noise Mitigation Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>032</td>
<td>Residential Sound Insulation Dept.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3261</td>
<td>Construction Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grant #: 15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ID #</th>
<th>Object Code Description</th>
<th>FY2022-23 Budget Amount</th>
<th>Amendment Requested Amount</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>1102</td>
<td>Salaries</td>
<td>$250,000</td>
<td>$</td>
<td>$250,000</td>
</tr>
<tr>
<td>1902</td>
<td>Benefits</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4530</td>
<td>Contract Services</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4531</td>
<td>Contingency</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>45030</td>
<td>Special Expense</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Totals $250,000 $250,000 $250,000
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
781-245-5400
Christopher A. Poole
Poole Professional B&B of MA
107 Audubon Rd, #2, Ste 305
Wakefield, MA 01880
Christopher A. Poole

INSURED
The Jones Payne Group, Inc.
Jones Payne Architects & Planners, Inc.
Osborn Architects, Inc., P.S.
123 North Washington Street, 3rd Floor
Boston, MA 02114

CONTACT NAME: Christopher A. Poole
PHONE: 781-245-5400
FAX: 781-245-5463
ADDRESS:

INSURER A:
Valley Forge Insurance Company
20508

INSURER B:
Continental Casualty Company
20443

INSURER C:
Beazley USA Services, Inc.
37540

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 ADD'L SUBSCR WDV POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR
GENL AGGREGATE LIMIT APPLIES PER
POLICY X PRO-JECT LOC
OTHER:

B X AUTOMOBILE LIABILITY
ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS
OWNED AUTOS ONLY X NON-OWNED AUTOS ONLY
HIRED AUTOS ONLY

B X UMBRELLA LIABILITY
EXCESS LiAB OCCUR CLAIMS-MADE
DED X RETENTION $10,000

C X WORKERS' COMPENSATION
AND EMPLOYERS' LIABILITY
Y/N N/A

C X Arch/Eng Prof Liab
Incl Pollution
C1BA78220701
06/01/2022 06/01/2023
Per Claim
Aggregate
2,000,000
5,000,000

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

The City of Inglewood, its officials and employees are included as Additional Insureds under the General and Automobile liability policies, subject to same terms and conditions.

Project: City of Inglewood Residential Sound Insulation Program

CERTIFICATE HOLDER
City of Inglewood
Residential Sound Insulation
Attn: Bettye Griffin
Administrative/Operations Outreach Coordinator
One Manchester Boulevard, Suite 550
Inglewood, CA 90301

CANCELATION
INGLE-2

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

### COMMON

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNA79203XX</td>
<td>06/2014 Exclusion - Access or Disclosure of Confidential</td>
</tr>
<tr>
<td>CNA80103XX</td>
<td>09/2014 Primary and Non Contributory - Other Ins Condition</td>
</tr>
<tr>
<td>CNA81751XX</td>
<td>03/2015 Cap on Losses from Certified Acts of Terrorism</td>
</tr>
<tr>
<td>CNA85710XX</td>
<td>06/2016 Unmanned Aircraft Exclusion Endorsement</td>
</tr>
<tr>
<td>CNA92680XX</td>
<td>10/2019 Non-Accumulation of Limits Endorsement</td>
</tr>
<tr>
<td>CNA98553XX</td>
<td>05/2020 Communicable Disease Exclusion Endorsement</td>
</tr>
<tr>
<td>SB146966C</td>
<td>02/2019 Massachusetts Changes</td>
</tr>
<tr>
<td>SB147075A</td>
<td>01/2006 Economic and Trade Sanctions Condition</td>
</tr>
<tr>
<td>SB147082E</td>
<td>04/2014 Businessowners Common Policy Conditions</td>
</tr>
<tr>
<td>SB147086B</td>
<td>04/2010 Loss Payable Provisions</td>
</tr>
<tr>
<td>G56015B</td>
<td>11/1991 LOSS PAYEE</td>
</tr>
<tr>
<td>G56015E</td>
<td>11/1991 NOTICE OF CANCELLATION</td>
</tr>
</tbody>
</table>

### COMMERCIAL PROPERTY

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB146801J</td>
<td>10/2019 Businessowners Special Property Coverage Form</td>
</tr>
<tr>
<td>SB146802F</td>
<td>10/2019 Business Income and Extra Expense</td>
</tr>
<tr>
<td>SB146803A</td>
<td>01/2006 Seasonal Increase</td>
</tr>
<tr>
<td>SB146804A</td>
<td>01/2006 Arson and Theft Reward</td>
</tr>
<tr>
<td>SB146805E</td>
<td>06/2016 Claim Data Expense</td>
</tr>
<tr>
<td>SB146806B</td>
<td>01/2008 Debris Removal</td>
</tr>
<tr>
<td>SB146807F</td>
<td>10/2019 Employee Dishonesty</td>
</tr>
<tr>
<td>SB146808A</td>
<td>01/2006 Expediting Expenses</td>
</tr>
<tr>
<td>SB146809C</td>
<td>01/2009 Fine Arts</td>
</tr>
<tr>
<td>SB146810A</td>
<td>01/2006 Fire Department Service Charge</td>
</tr>
<tr>
<td>SB146811A</td>
<td>01/2006 Fire Protective Equipment Discharge</td>
</tr>
<tr>
<td>SB146812D</td>
<td>10/2019 Forgery and Alteration</td>
</tr>
<tr>
<td>SB146813B</td>
<td>01/2008 Newly Acquired or Constructed Property</td>
</tr>
<tr>
<td>SB146814B</td>
<td>03/2006 Ordinance or Law</td>
</tr>
<tr>
<td>SB146815A</td>
<td>01/2006 Outdoor Trees, Shrub, Plants and Lawns</td>
</tr>
<tr>
<td>SB146816A</td>
<td>01/2006 Pollutant Clean Up and Removal</td>
</tr>
<tr>
<td>SB146817A</td>
<td>01/2006 Preservation of Property</td>
</tr>
<tr>
<td>SB146818A</td>
<td>01/2006 Temporary Relocation of Property</td>
</tr>
<tr>
<td>SB146819A</td>
<td>01/2006 Water Damage, Other Liquids, Solder, Molten Damage</td>
</tr>
<tr>
<td>SB146820C</td>
<td>06/2011 Accounts Receivable</td>
</tr>
<tr>
<td>SB146821A</td>
<td>01/2006 Appurtenant Buildings and Structures</td>
</tr>
<tr>
<td>SB146822A</td>
<td>01/2006 Building Glass</td>
</tr>
<tr>
<td>SB146823C</td>
<td>10/2019 Business Income Extra Expense - Dependent Property</td>
</tr>
<tr>
<td>SB146824B20</td>
<td>01/2008 Business Income Extra Expense-Newly Acquired Locs</td>
</tr>
<tr>
<td>SB146825C</td>
<td>06/2011 Business Personal Property Off Premises</td>
</tr>
<tr>
<td>SB146826C</td>
<td>10/2019 Civil Authority</td>
</tr>
<tr>
<td>SB146827F</td>
<td>06/2011 Electronic Data Processing</td>
</tr>
<tr>
<td>SB146828E</td>
<td>04/2014 Equipment Breakdown</td>
</tr>
<tr>
<td>SB146830B</td>
<td>01/2008 Money Orders and Counterfeit Paper Currency</td>
</tr>
<tr>
<td>SB146831B</td>
<td>06/2011 Nonowned Detached Trailers</td>
</tr>
<tr>
<td>SB146832B</td>
<td>01/2008 Ordinance or Law-Increased Period of Restoration</td>
</tr>
<tr>
<td>SB146833A</td>
<td>01/2006 Outdoor Property</td>
</tr>
<tr>
<td>SB146834A</td>
<td>01/2006 Personal Effects</td>
</tr>
</tbody>
</table>
# FORMS AND ENDORSEMENTS SCHEDULE

## COMMERCIAL PROPERTY

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB146935A</td>
<td>01/2006</td>
</tr>
<tr>
<td>SB146936A</td>
<td>01/2006</td>
</tr>
<tr>
<td>SB146937A</td>
<td>01/2006</td>
</tr>
<tr>
<td>SB146938C</td>
<td>06/2011</td>
</tr>
<tr>
<td>SB146939F</td>
<td>06/2011</td>
</tr>
<tr>
<td>SB146941B</td>
<td>06/2011</td>
</tr>
<tr>
<td>SB146936A</td>
<td>01/2006</td>
</tr>
<tr>
<td>SB146997B</td>
<td>01/2009</td>
</tr>
<tr>
<td>SB300129C</td>
<td>10/2019</td>
</tr>
<tr>
<td>SB300139C</td>
<td>04/2014</td>
</tr>
<tr>
<td>SB300171I</td>
<td>10/2019</td>
</tr>
<tr>
<td>SB300456A</td>
<td>07/2007</td>
</tr>
<tr>
<td>SB300596A</td>
<td>01/2008</td>
</tr>
</tbody>
</table>

## COMMERCIAL GENERAL LIABILITY

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB146902G</td>
<td>06/2016</td>
</tr>
<tr>
<td>SB146932G</td>
<td>10/2019</td>
</tr>
<tr>
<td>SB146965C</td>
<td>10/2019</td>
</tr>
<tr>
<td>SB147079A</td>
<td>01/2006</td>
</tr>
<tr>
<td>SB147080B</td>
<td>10/2019</td>
</tr>
<tr>
<td>SB147083C</td>
<td>10/2019</td>
</tr>
<tr>
<td>SB147086A</td>
<td>01/2006</td>
</tr>
<tr>
<td>SB147089A</td>
<td>01/2006</td>
</tr>
<tr>
<td>SB300000D</td>
<td>04/2014</td>
</tr>
<tr>
<td>SB300001C</td>
<td>06/2011</td>
</tr>
<tr>
<td>SB300012A</td>
<td>01/2006</td>
</tr>
<tr>
<td>SB300005C</td>
<td>06/2016</td>
</tr>
<tr>
<td>SB300116B</td>
<td>06/2011</td>
</tr>
<tr>
<td>SB300143B</td>
<td>01/2008</td>
</tr>
<tr>
<td>SB300163E</td>
<td>10/2019</td>
</tr>
<tr>
<td>SB300043A</td>
<td>07/2009</td>
</tr>
</tbody>
</table>

## COMMERCIAL CRIME

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB300043D20</td>
<td>06/2011</td>
</tr>
</tbody>
</table>

*** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY ***

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNA62823XX</td>
<td>07/2017</td>
</tr>
<tr>
<td>CNA81758EA</td>
<td>01/2021</td>
</tr>
<tr>
<td>CNA95404XX</td>
<td>03/2019</td>
</tr>
</tbody>
</table>

INSURED
POLICY CHANGES
NOTICE OF CANCELLATION

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

SB147052C
(Ed. 6-16)

CHANGES - NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail written notice of cancellation or material change at a minimum of thirty (30) days prior to such cancellation or material change, to:

SCHEDULE

Name of Designated Entity:

Any party to whom the Agent of Record has issued a Certificate of insurance required by a written contract you have agreed to, and you send us a written request to provide such notice after the first named insured receives such notice.

Address/Contact Information of Designated Entity:

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
The following conditions are added:

1. If the policy is cancelled or not renewed, we will give written notice of such cancellation or nonrenewal to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity will state the effective date of cancellation or nonrenewal. However, such notice of cancellation or nonrenewal is solely for the purpose of informing the Designated Entity of the effective date of cancellation or nonrenewal and does not grant, alter, or extend any rights or obligations under this policy.

Chairman of the Board

Secretary

G-56015-B (Ed. 11/91)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

All other terms and conditions of the Policy remain unchanged.
BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS

I. Blanket Additional Insured Provisions
   A. Additional Insured – Blanket Vendors
   B. Miscellaneous Additional Insureds
   C. Additional Provisions Pertinent to Additional Insured Coverage
      1.a. Primary – Noncontributory provision
      1.b. Definition of "written contract"
      2. Additional Insured – Extended Coverage

II. Liability Extension Coverages
   A. Bodily Injury – Expanded Definition
   B. Broad Knowledge of Occurrence
   C. Estates, Legal Representatives and Spouses
   D. Fellow Employee First Aid
   E. Legal Liability – Damage to Premises
   F. Personal and Advertising Injury – Discrimination or Humiliation
   G. Personal and Advertising Injury – Broadened Eviction
   H. Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
   g. 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; or
h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. Who is an Insured is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

   a. A higher limit of insurance than required by such "written contract;"
   
   b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
   
   c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

   a. Controlling Interest

      Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

      (1) such person or organization's financial control of you; or
      
      (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

      provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

   b. Co-owner of Insured Premises

      A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury," "property damage" or "personal and advertising injury" as co-owner of such premises.

   c. Grantor of Franchise

      Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" as grantor of a franchise to you.
d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract," we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.
i. **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or display, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. **Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs a. through l. above. Such additional insured is an insured solely for "bodily injury," "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

   (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

   (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. **ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

1. With respect only to additional insured coverage provided under paragraphs A. and B. above:

   a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled Other Insurance:

      This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

   b. Under Liability and Medical Expense Definitions, the following definition is added:

      "Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

      (1) Is currently in effect or becomes effective during the term of this policy; and

      (2) Was executed prior to:

         (a) The "bodily injury" or "property damage;" or

         (b) The offense that caused the "personal and advertising injury"

         for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

   If the additional insured is:

   a. An individual, then his or her spouse is an insured;
b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive
   officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement’s provisions,
and only with respect to their respective roles within their organizations. Furthermore, employees of
additional insureds are not insureds with respect to liability arising out of:

(1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person
    listed in paragraphs a. through d. above;

(2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGE

It is understood and agreed that this endorsement amends the Businessowners Liability Coverage Form. If any
other endorsement attached to this policy amends any provision also amended by this endorsement, then that other
endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do
not apply.

A. Bodily injury – Expanded Definition

Under Liability and Medical Expenses Definitions, the definition of "Bodily Injury" is deleted and replaced by
the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation,
shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical
injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense,
Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense,
claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under
this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only
for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks
damages from marital common property, jointly held property, or property transferred from such natural person
insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal
representative or spouse outside the scope of such person’s capacity as such, provided however that the spouse
of a natural person Named Insured and the spouses of members or partners of joint venture or partnership
Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named
Insured’s business.
D. Fellow Employee First Aid Coverage

In the section entitled Who Is An Insured, paragraph 2.a.1. is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "employees" for "bodily injury" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"employee" or "volunteer worker" that becomes necessary while your "employee" is performing duties in the conduct of your business. Your "employees" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "employees" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you;

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits Of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled Personal and Advertising Injury:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.
3. The first Paragraph under item 5. Damage To Premises Rented To You Limit of the section entitled Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or
b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under Liability and Medical Expenses Definitions, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the exclusion entitled Personal and Advertising Injury is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (Personal and Advertising Injury – Discrimination or Humiliation) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under Liability and Medical Expenses Definitions, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.
IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
   a. "Bodily injury" or "property damage"; or
   b. Offense that caused the "personal and advertising injury";

   for which the additional insured seeks coverage.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf,

   in the performance of your ongoing operations specified in the written contract or written agreement; or

   c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
   a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
   b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.
C. Under Businessowners Liability Conditions, the condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph D.2. below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under Business Liability insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled Who Is An Insured is amended to make the following natural persons insured:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insured;
3. A limited liability company, then its members and managers are insured;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insured; or
5. Any type of entity, then its employees are insured;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs 1. through 4. above;
(2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled Transfer of Rights of Recovery Against Others to Us of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to deleted paragraph 2. and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.
**POLICY LIMITS OF INSURANCE**

Each Incident: $5,000,000  
Aggregate: $5,000,000  

**RETAINED LIMIT**

Retained Limit: $10000

**SCHEDULE OF UNDERLYING INSURANCE**

<table>
<thead>
<tr>
<th>Underlying Insurer</th>
<th>Underlying Insurance</th>
<th>Coverage Details</th>
<th>Limits of Insurance</th>
</tr>
</thead>
</table>
| Valley Forge Insurance Co.  
6021106615  
Eff: 06/01/2022 to 06/01/2023 | General Liability | Each Occurrence Limit  
General Aggregate Limit  
Applies per location  
Applies per project  
Products/Completed Operations Aggregate Limit  
Personal and Advertising Injury Liability Limit | $2,000,000  
$4,000,000  
4,000,000  
$2,000,000 |
| Valley Forge Insurance Co.  
6021106615  
Eff: 06/01/2022 to 06/01/2023 | Automobile Liability | Combined Bodily Injury and Property Damage Liability:  
Each Accident Limit  
Bodily Injury Liability:  
Each Person Limit  
Each Accident Limit  
Property Damage Liability:  
Each Accident Limit | $1,000,000  
$  
$  
$ |
| ACR AMERICAN INSURANCE COMPANY  
C66704397  
Eff: 10/01/2019 to 10/01/2020 | Employers Liability | Bodily Injury By Accident:  
Each Accident Limit  
Bodily Injury By Disease:  
Each Employee Limit  
Policy Limit | $1,000,000  
$1,000,000  
$1,000,000 |
# FORMS AND ENDORSEMENTS SCHEDULE

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Form Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNA80664XX</td>
<td>11/2014 Underlying Insurance Coverage Limitation Endnt</td>
</tr>
<tr>
<td>CNA80815XX</td>
<td>11/2014 Access To Disclosure Of Confidential Or Pers Info</td>
</tr>
<tr>
<td>G115922A</td>
<td>06/1995 Aircraft Limitation</td>
</tr>
<tr>
<td>G116393B</td>
<td>07/2005 Contractual Liability Limitation</td>
</tr>
<tr>
<td>G133136B</td>
<td>07/2005 Bridge Endorsement</td>
</tr>
<tr>
<td>G134841B</td>
<td>07/2005 Architects, Engineers or Surveyors Extension</td>
</tr>
<tr>
<td>G142553B</td>
<td>07/2005 Fungi/Mold/Mildew/Yeast/Microbe Exclusion Contract</td>
</tr>
<tr>
<td>G15057C</td>
<td>06/2005 Commercial Umbrella Plus Coverage Part</td>
</tr>
<tr>
<td>G16375E</td>
<td>01/2004 Contractor Limitation Endorsement</td>
</tr>
<tr>
<td>G300912A</td>
<td>02/2010 Pollution Exclusion Amendment</td>
</tr>
<tr>
<td>G300982A</td>
<td>07/2010 Crisis Management Coverage Endorsement</td>
</tr>
<tr>
<td>G301134A</td>
<td>10/2010 Key Employee Replacement Expense Coverage Endnt</td>
</tr>
<tr>
<td>IL0017</td>
<td>11/1998 Common Policy Conditions</td>
</tr>
</tbody>
</table>

*** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY ***

<table>
<thead>
<tr>
<th>Form Number</th>
<th>Form Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNA68021XX</td>
<td>02/2013 Notice of Cancellation to Certificateholders</td>
</tr>
<tr>
<td>CNA81758XX</td>
<td>01/2021 PHN - Offer of Terrorism Discourse of Premium</td>
</tr>
<tr>
<td>G144233F</td>
<td>01/2008 Notice - Offer of Terrorism Discourse of Premium</td>
</tr>
</tbody>
</table>

Countersignature

Chairman of the Board

Secretary
COMMERCIAL UMBRELLA PLUS
COVERAGE PART

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured identified under SECTION II – WHO IS AN INSURED of this policy.

The word "insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V – DEFINITIONS.

SECTION I – COVERAGES

1. Insuring Agreement

   We will pay on behalf of the insured those sums in excess of "scheduled underlying insurance," "unscheduled underlying insurance" or the "retained limit" that the insured becomes legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

   a. This insurance applies to "bodily injury" and "property damage" only if:

      (1) The "bodily injury" or "property damage" is caused by an "incident" anywhere in the world;

      (2) The "bodily injury" or "property damage" occurs during the policy period; and

      (3) With respect to "bodily injury" or "property damage" that continues, changes or resumes so as to occur during more than one policy period, both of the following conditions are met:

         (i) Prior to the policy period, no "authorized insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part; and

         (ii) During the policy period, an "authorized insured" first knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

   For purposes of this Paragraph (1) a.(3) only, if (a) "bodily injury" or "property damage" that occurs during this policy period does not continue, change or resume after the termination of this policy period; and (b) no "authorized insured" first knows of this "bodily injury" or "property damage" until after the termination of this policy period, then such first knowledge will be deemed to be during this policy period.

   b. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "authorized insured" includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

   c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "authorized insured":

      (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

      (2) Receives a written or verbal demand, claim or "suit" for damages because of the "bodily injury" or "property damage"; or

      (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

   d. This insurance applies to "personal and advertising injury" caused by an "incident" committed anywhere in the world during the policy period.

   If we are prevented by law, statute or otherwise from paying on behalf of the insured, then we will indemnify the insured for those sums that the insured is legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

2. Exclusions

   This Insurance does not apply to:

   a. Expected or Intended Injury

      "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property. This exclusion does not apply to Employers Liability claims for "bodily injury" covered by "scheduled underlying insurance."

   b. Contractual Liability

      "Bodily injury," "property damage" or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the
assumption of liability in a contract or agreement. This exclusion does not apply to liability for "ultimate net loss":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. "Personal and advertising injury" Exclusions

"Personal and advertising injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

(2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(4) Arising out of a criminal act committed by or at the direction of the insured;

(5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(8) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan;

(9) Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of websites for others; or

(c) An Internet search, access, content or service provider;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(10) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or

(11) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a:

(1) Workers' compensation;

(2) Disability benefits; or

(3) Unemployment compensation law or any similar law.

e. Employers Liability

"Bodily injury" to:

(1) An employee of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply:

(1) To liability assumed by the insured under an "insured contract"; or

(2) Only to the extent that coverage is provided by "scheduled underlying insurance."
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;

(b) At or from any premises, 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;

(c) Which are or were 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 you may be legally responsible;

(d) 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:

(i) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor;

(ii) 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."

(e) That are, or that are contained in property that is:

(i) Being transported or towed by, or handled for movement into, onto or from a covered "automobile."

(ii) Otherwise in the course of transit;

(iii) Being stored, disposed of, treated or processed in or upon the covered "automobile."

(f) Before the "pollutants" or 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 "automobile; or

(g) After the "pollutants" or property in which the "pollutants" are contained are moved from the covered "automobile" to the place where they are finally:

(i) Delivered;

(ii) Disposed of; or

(iii) Abandoned by the insured.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for 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, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraph (e)(iii) does not apply to fuels, lubricants, fluids, exhaust, gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "automobile" or its parts if the "pollutants" escape or are discharged, dispersed or released directly from an "automobile" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants."

Subparagraphs (f) and (g) do not apply if the "pollutants" or property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "automobile" and the discharge, dispersal, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

(2) "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
(3) Any loss, cost or expense arising out of any:
   (a) Request, demand or order 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."

  g. Watercraft

  "Bodily injury" or "property damage" arising out of the:
   (1) Ownership;
   (2) Maintenance;
   (3) Use; or
   (4) Entrustment to others

   of a "watercraft" owned or operated by or rented or loaned to an insured. Use includes operation or "loading or unloading."

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

   This exclusion does not apply to:
   (1) A "watercraft" while ashore on premises you own or rent;
   (2) A "watercraft" you do not own that is:
      (a) Less than 55 feet long; and
      (b) Not being used to carry persons or property for a charge; or
   (3) Liability assumed under an "insured contract" for the ownership, maintenance or use of "watercraft."

  h. Aircraft

   The ownership, maintenance, operation, use, entrustment to others or "loading or unloading" of any "aircraft":
   (1) Owned by an insured; or
   (2) Chartered without crew by an insured or on an insured's behalf.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "aircraft" that is owned or operated by or rented or loaned to any insured.

  i. War

   Any liability arising out of:
   (1) War, including undeclared or civil war;
   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

  j. Damage to Property

   "Property damage" to:
   (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
   (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
   (3) Property loaned to you;
   (4) Personal property in the care, custody or control of the insured;
   (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
   (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

   Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

   Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. Damage to your Product
"Property damage" to "your product" arising out of it or any part of it.

l. Damage to your Work
"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured
"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work Or Impaired Property
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. E.R.I.S.A.
Liability for alleged or actual violations of the Employees Retirement Income Security Act of 1974 or any amendments or additions thereto.

p. Directors and Officers
Liability for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director or officer of an organization.

q. Uninsured/Underinsured Motorist and Similar Laws
Liability imposed on the insured under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

r. Electronic Data
Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

s. Nonemployment Related Discrimination
To any alleged or actual nonemployment related discrimination committed intentionally against a person.

t. Asbestos
(1) "Bodily Injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened exposure at any time to "asbestos"; or

(2) Any loss, cost or expense that may be awarded or incurred:

(a) By reason of a claim or "suit" for any such injury or damage; or

(b) In complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of "asbestos."

u. Fungi and Microbes
(1) "Bodily injury," "property damage" or "personal and advertising injury," which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi or microbes"; or

(2) Any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of "fungi or microbes" by any insured or by anyone else.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

v. Silica
(1) "Bodily injury" arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of "silica," or
(2) "Personal and advertising injury" or "property damage" arising in whole or in part out of the actual, alleged or threatened presence of "silica."

w. Named Insured vs. Named Insured
Any liability arising out of claims or "suits" by a named insured against another named insured.

x. Employment Related Practices
Any liability arising out of:
(1) A refusal to employ;
(2) Termination of employment;
(3) Demotion, evaluation, reassignment, discipline;
(4) Coercion, defamation, discrimination, harassment or humiliation;
any other employment related practices, policies, acts or omissions.

y. Terrorism Limitation
"Bodily injury" or "property damage" arising out of any act of terrorism, unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

z. Liquor Liability Limitation
"Bodily injury" or "property damage" for which an insured may be held liable by reason of:
(1) Causing or contributing to the intoxication of any person;
(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;
unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

aa. Auto and Mobile Equipment Limitation
Any liability arising out of the:
(1) Ownership;
(2) Maintenance;
(3) Use; or
(4) Entrustment to others of an "automobile" or "mobile equipment" owned or operated by or rented or loaned to an insured unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

To the extent that this insurance applies to an "automobile" or "mobile equipment" it is further subject to the pollution exclusion, exclusion f. of this policy.

Use includes operation or "loading or unloading."

bb. Do Not Call
Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:
(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
(3) Any statute, ordinance or regulation, other than the TCPA or the CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

SECTION II – WHO IS AN INSURED
1. Named Insured means any individual or organization stated in the Declarations of this policy and if you are designated in the Declarations of this policy as:

a. An individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner.

If you are designated in the Declarations of this policy as an individual, this policy shall not apply to liability arising out of your domestic or non-business activities. This does not apply to the ownership, maintenance, use or "loading or unloading" of any "automobile," or to the Personal Umbrella Liability Coverage Part.

b. A partnership or joint venture, you and your members, your partners, and their spouses, but only with respect to the conduct of your business.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

c. An organization other than a partnership or joint venture, you and your executive officers and directors, but only with respect to their duties as your officers or directors. Your stockholders are also named insureds, but only with respect to their liability as stockholders.

d. A limited liability company, you and your members, but only with respect to the conduct of your business. Your managers are also named insureds but only with respect to their duties as your managers.
No person or organization is an insured with respect to the conduct of any current or past limited liability company that is not shown as a Named Insured in the Declarations.

e. A corporation or organization, other than partnerships, joint ventures or limited liability companies, that you form, acquire or gain control of during the policy period, but only with respect to "bodily injury," "property damage" or "personal and advertising injury" taking place after you form, acquire or gain control of such corporation or organization.

2. Insured means the Named Insured and:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your employees, other than your executive officers and directors (if you are an organization other than a partnership, joint venture or limited liability company) or your members (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct or your business. However, none of these employees or "volunteer workers" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you; to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company) or to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-employee or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control or, or over which physical control is being exercised for any purpose by you, any of your employees, "volunteer workers" any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

b. A person or organization for whom you are required, by virtue of a written contract entered into prior to the "bodily injury," "property damage" or "personal and advertising injury" occurring or being committed, to provide the insurance that is afforded by this policy. This insurance applies only with respect to operations by you or on your behalf or to facilities you own or use, but only to the extent of the limits of insurance required by such contract, not to exceed the limits of insurance in this policy.

c. Any other persons or organizations included as an insured under the provisions of the "scheduled underlying insurance" shown in the Declarations of this policy and then only for the same coverage, except for limits of insurance, afforded under such "scheduled underlying insurance."

However, if a blanket additional insured endorsement is attached to the general liability "scheduled underlying insurance" pursuant to a written or oral contract or agreement between you and another person or organization (called additional insured), this insurance is excess over such insurance provided to the additional insured subject to the following conditions:

(1) If the limits specified in the written contract or agreement are less than the limits provided by the "scheduled underlying insurance," then no coverage is provided to the additional insured under this policy.

(2) If the limits specified in the written contract or agreement are greater than the limits provided by the "scheduled underlying insurance," then this insurance is excess over the insurance provided by the "scheduled underlying insurance." The limits of insurance for the additional insured are the lesser of:

(i) The limits specified in the written contract; or

(ii) The limits of the "scheduled underlying insurance" plus the limits of this policy.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits."
d. "Automobiles," "aircraft" or "watercraft" to which this policy applies; or

e. Coverages under which loss is insured in this policy.

2. The limit of insurance shown in the Declarations as the Aggregate Limit is the most we will pay for the sum of all "ultimate net loss," to which this insurance applies and applies separately to all "ultimate net losses":

a. Included in the "products-completed operations hazard";

b. To which, and in the same manner, an aggregate limit applies under "scheduled underlying insurance" other than "ultimate net loss" included in the "products-completed operations hazard";

c. To which no "scheduled underlying insurance" applies.

The Aggregate Limit does not apply to "ultimate net loss" for which no aggregate limit applies in the "scheduled underlying insurance."

3. Subject to 2. above, the limit of insurance shown in the Declarations as the Each Incident limit is the most we will pay for the sum of all "ultimate net loss" to which this insurance applies arising arising out of any one "incident."

4. In the event of reduction or exhaustion of the aggregate limits of insurance under "scheduled underlying insurance" solely by reason of payments of a combination of covered:

a. Expenses;

b. Settlements; or

c. Judgments

paid thereunder as a result of "bodily injury," property damage" or "personal and advertising injury" taking place during this policy period, this policy shall, subject to this limit of insurance provision and to the remaining terms and provisions and conditions of this policy:

a. Apply in excess of such reduction of "scheduled underlying insurance"; or

b. Apply in place of the exhausted amount of "scheduled underlying insurance."

Nothing in a. or b. above shall serve to increase the limits of insurance shown in the Declarations.

5. The limits of this policy shall apply separately to:

a. Each consecutive annual period; and

b. Remaining periods of less than 12 months; starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – CONDITIONS

1. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of you or an "underlying insurer" shall neither relieve nor increase any of our obligations under this policy.

In the event there is diminished recovery or no recovery available to you as a result of such financial impairment of an insurer providing "scheduled underlying insurance," the coverage under this policy shall apply only in excess of the limits of insurance stated in the "scheduled underlying insurance." Under no circumstances shall we be required to drop down and replace the limits of insurance, or assume the obligations of a financially impaired insurer.

2. Duties of the Insured

a. In the event of an "incident" which has not resulted in a claim or suit.

Whenever you have information of an "incident" which involves injuries or damages likely to involve this policy, written notice shall be given by or for you to us or to our authorized agent as soon as practicable. The notice shall contain:

(1) Particular information sufficient to identify the insured;

(2) Such information as can be reasonably obtained with respect to time, place and circumstances of the occurrence or offense; and

(3) Names and addresses of the insured and of available witnesses.

b. In the Event of Claims or Suit

You shall provide us with written notice as soon as practicable whenever:

(1) A claim is made or "suit" is brought against you;

(2) You receive notice that a right to bring claim or "suit" against you will be asserted; or

(3) You obtain information that the obligation of "underlying insurers" to:

(a) Investigate;

(b) Defend;

(c) Pay on behalf of; or

(d) Indemnify you has ceased.
Every demand, notice, summons, amended complaint or other process received by you or your representative shall be forwarded with each notice.

3. Legal Action Against Us
   
   No legal action shall be brought against us unless you have fully complied with all the terms of this policy and the amount of your obligation to pay has been finally determined either by:
   
   a. Judgment against you after actual trial; or
   
   b. Written agreement between us, you and the claimant.

4. Other Insurance
   
   This insurance is excess over and will not contribute with any other insurance available to the insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

5. Premium Audit
   
   a. We will compute all premiums for this policy in accordance with our rules and rates.
   
   b. If the premium is shown in the Declarations as flat, the premium for this policy is not subject to adjustment.
   
   c. If the premium is shown in the Declarations as adjustable, the premium shown as the advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured shown in the Declarations. If the sum of the advance and audit premiums paid for the policy term are greater than the earned premium, we will return the excess, subject to the minimum premium, to the first Named Insured shown in the Declarations.
   
   d. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we request.

6. Nonrenewal
   
   If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
   
   If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Severability of Interests
   
   The insurance afforded applies separately to each insured against whom claim is made or "suit" is brought. However, the inclusion of more than one insured shall not operate to increase the limits of insurance.

8. Annual Rating
   
   If this policy is issued for a period in excess of one year, the premium may be revised on each annual anniversary in accordance with our rates and rules in effect at that time.

9. "Scheduled Underlying Insurance"
   
   Material change in premium for "scheduled underlying insurance" shall be promptly reported to us. Premium for this policy may be adjusted to reflect changes in underlying insurance in accordance with our manuals in effect at the time of the change.

10. Maintenance of "Scheduled Underlying Insurance"
    
    While this policy is in force you agree that the policies listed in the Declarations as "scheduled underlying insurance" and their renewals and replacements shall be maintained, without alterations of terms or conditions, in full effect during the term of this policy; except for reduction or exhaustion of the aggregate limits of insurance in the "scheduled underlying insurance," provided that such reduction or exhaustion is solely the result of "incidents" taking place during this policy period; and not before. If you fail to maintain "scheduled underlying insurance," this condition shall not invalidate this policy. However, in the event of such failure, we will only be liable to the same extent as if you had complied with this condition.

11. Appeals
    
    If you or your "underlying insurers" elect not to appeal a judgment in excess of the limits of insurance afforded by the:
    
    a. "Scheduled underlying insurance";
    
    b. "Unscheduled underlying insurance"; or
    
    c. "Retained limit";

    we may elect to appeal. Our limit of liability shall not be increased because of such appeal. We will, however, pay the following costs and expenses:
    
    a. All premium bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy;
    
    b. All premiums on appeal bonds required in such defended "suit," but without obligation to apply for or furnish such bonds;
    
    c. Court fees;
    
    d. Costs and expenses taxed against you by the appellate court and interest accruing after entry of a judgment against you and before we have:

    (1) Paid;
(2) Offered to pay; or
(3) Deposited in court

the part of the judgment that is within the applicable limit of insurance. Where the
"underlying insurers" terminate their liability to pay
interest on the judgment by an offer to pay their
limits, you shall demand that such limits be paid. If the
appeal is successful, such amounts not
obligated to be paid shall be returned to such
"underlying insurer."

12. Subrogation

In the case of any payments by us under the
coverages of this policy, we shall be subrogated to all
rights of recovery against any other party which you
may have and will cooperate with you and all other
interests. Amounts recovered shall be apportioned in
the following order:

a. Amounts paid in excess of the payments under
this policy shall first be reimbursed up to the
amount paid by those, including you, who made
such payments;

b. We are then to be reimbursed up to the amount
we paid;

c. Any remainder shall be available to the interests of
those over whom this coverage is in excess and
who are entitled to claim such remainder.

Expenses necessary to the recovery of such amounts
shall be divided between the interests concerned,
including you, in the ratio of their respective recoveries
as finally settled.

13. Settlement of Claims or Suit

We may pay, but are not obligated to pay, any part or
all of the amount of the "retained limit" to effect
settlement of a claim or "suit." Upon notification of
the action taken you shall promptly reimburse us for such
part of the "retained limit" that we had paid. All named
insureds are jointly and severally responsible for our
reimbursement and agree to make such
reimbursement within 30 days after we give you
written notice or demand for payment.

14. Sole Agent

The insured first named in the Declarations is
authorized to act on behalf of all named insureds and
other insureds with respect to:

a. The giving and receiving of notice of cancellation;
and

b. Receiving return premium that may be payable
under this policy.

The insured first named in the Declarations is
responsible for the payment of premiums, but the other
named insureds jointly and severally agree to make
such payments in full if the insured first named fails to
pay the amount due within 30 days after we give
written notice or demand.

15. Trade Sanctions

In accordance with laws and regulations of the United
States concerning economic and trade embargoes,
this policy is void ab initio (void from its inception) with
respect to any term or condition of this policy that
violates any laws or regulations of the United States
concerning economic and trade embargoes including,
but not limited to the following:

a. Any insured, or any person or entity claiming the
benefits of an insured, who is or becomes a
Specially Designated National or Blocked Person
or who is otherwise subject to U.S. economic or
trade sanctions;

b. Any claim or "suit" that is brought in a Sanctioned
Country or by a Sanctioned Country Government,
where any action in connection with such claim or
"suit" is prohibited by U.S. economic or trade
sanctions;

c. Any claim or "suit" that is brought by any Specially
Designated National or Blocked Person or any
person or entity which is otherwise subject to U.S.
economic or trade sanctions;

d. Property that is located in a Sanctioned Country or
that is owned by, rented to or in the care, custody
or control of a Sanctioned Country Government,
where any activities related to such property are
prohibited by U.S. economic or trade sanctions; or

e. Property that is owned by, rented to or in the care,
custody or control of a Specially Designated National
or Blocked Person, or any person or
entity which is otherwise subject to U.S. economic
or trade sanctions.

As used in this policy a Specially Designated National
or Blocked Person is any person or entity that is on the
list of Specially Designated Nationals and Blocked
Persons issued by the U.S. Treasury Department's
Office of Foreign Asset Control (O.F.A.C.) as it may be
from time to time amended.

As used in this policy a Sanctioned Country is any
country that is the subject of trade or economic
embargoes imposed by the laws or regulations of the
United States of America.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or
published to the general public or specific market
segments about your goods, products or services for
the purpose of attracting customers or supporters. For
the purposes of this definition
a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Automobile" means

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads; including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "automobile" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

4. "Aircraft" means a vehicle designed to transport persons or property in the air.

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. The part of other contracts or agreements pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contracts or agreements are made prior to the "bodily injury" or "property damage."

Tort liability means liability that would be imposed by law in the absence of contracts or agreements.

An "insured contract" does not include that part of a contract or agreement:

a. That indemnifies an architect, engineer or surveyor for an injury or damages arising out of:

(1) Preparing, approving or failing to prepare or approve:

(a) Maps;

(b) Drawings;

(c) Opinions;

(d) Reports;

(e) Surveys;

(f) Change orders;

(g) Designs; or

(h) Specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in a.(1) above and supervisory, inspection or engineering services; or

c. That indemnifies a person or organization for damage by fire to premises rented or loaned to an insured.

7. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an "aircraft," "watercraft" or "automobile;"

b. While it is in or on an "aircraft," "watercraft" or "automobile;" or

c. While it is being moved from an "aircraft," "watercraft" or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft," "watercraft" or "automobile."
8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
   b. Vehicles that travel on crawler treads;
   c. Vehicles maintained for use solely on or next to premises you own or rent;
   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
      (1) Power cranes, shovels, loaders, diggers or drills; or
      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
   e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
      (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
      (2) Cherry pickers and similar devices used to raise or lower workers;
   f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following type of permanently attached equipment are not "mobile equipment" but will be considered "automobiles":
   (1) Equipment designed primarily for:
      (a) Snow removal;
      (b) Road maintenance, but not construction or resurfacing; or
      (c) Street cleaning;
   (2) Cherry pickers and similar devices mounted on "automobiles" or truck chassis and used to raise or lower workers; and
   (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "automobiles."

9. "Incident"  
   a. With respect to "bodily injury" and "property damage," "incident" means an occurrence. An occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
   b. With respect to "personal and advertising injury," "incident" means an offense arising out of your business.

10. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution or abuse of process;
   c. Wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
   d. Discrimination, unless such insurance is prohibited by law;
   e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
   g. The use of another's advertising idea in your "advertisement;"
   h. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

11. a. "Products-completed operations hazard" includes "bodily injury" and "property damage" occurring away from premises an insured owns or rents and arising out of "your product" or "your work" except:
   (1) Products in your physical possession; or
   (2) Work not yet completed or abandoned.

   b. "Your work" will be deemed completed at the earliest of the following:
   (1) When all work called for in the "insured contract" has been completed;
   (2) When all of the work to be done at the site has been completed if the "insured's contract" calls for work at more than one site; or
(3) When that part of the work done at a job site has been put to its intended use by a person or organization other than another contractor or subcontractor working on the same project. Work that may need:
   (a) Service;
   (b) Maintenance;
   (c) Correction;
   (d) Repair; or
   (e) Replacement;
but which is otherwise complete, will be treated as completed.

   c. This hazard does not include "bodily injury" or "property damage" arising out of:

   (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or
   (2) The existence of:

   (a) Tools;
   (b) Uninstalled equipment; or
   (c) Abandoned or unused materials.

12. "Property damage" means:

   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

   b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

13. "Suit" means a civil proceeding in which damages because of:

   a. "Bodily injury";
   b. "Property damage"; or
   c. "Personal and advertising injury"

to which this insurance applies are alleged. "Suit" includes:

   a. An arbitration proceeding alleging such damages to which you must submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

   a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

      (1) You;
      (2) Others trading under your name; or
      (3) A person or organization whose business or assets you have acquired; and

   b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your product" and the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

   a. Work or operations performed by you or on your behalf; and

   b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your work" and the providing of or failure to provide warnings or instructions.

16. "Retained limit" means the amount stated as such in the Declarations. The "retained limit" is retained and payable by the insured as respects all "incidents" not covered by "scheduled underlying insurance" or by "unscheduled underlying insurance."

17. "Scheduled underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance including renewal or replacement of such contracts which are not more restrictive than those listed in the aforementioned Schedule of Underlying Insurance.

18. "Ultimate net loss"

   a. "Ultimate net loss" means the actual damages the insured is legally obligated to pay, either through:

      (1) Final adjudication on the merits; or
      (2) Through compromise settlement with our written consent or direction;

because of "incident(s)" covered by this policy.

However, it includes the above mentioned sums only after deducting all other recoveries and salvages.
b. "Ultimate net loss" does not include the following:
   (1) Costs or expenses related to:
       (a) Litigation;
       (b) Settlement;
       (c) Adjustment; or
       (d) Appeals;
   nor costs or expenses incident to the same which an "underlying insurer" has paid, incurred or is obligated to pay to or on behalf of the insured;
   (2) Pre-judgment interest;
   (3) Office costs and expenses and salaries and expenses of the employees of an insured;
   (4) Our office costs and expenses and salaries of our employees;
   (5) General retainer and/or monitoring fees of counsel retained by the insured.

19. "Underlying insurer" means an insurer whose policy covers "bodily injury," "property damage" or "personal and advertising injury" also covered by this policy but does not include insurers whose policies were purchased specifically to be in excess of this policy. It includes all insurers providing:
   a. "Unscheduled underlying insurance"; and
   b. "Scheduled underlying insurance."

20. "Unscheduled underlying insurance"
   a. "Unscheduled underlying insurance" means insurance policies available to an insured, whether:
      (1) Primary;
      (2) Excess;
      (3) Excess-contingent; or
      (4) Otherwise;
   except the policies listed in the Schedule of Underlying Insurance.
   b. "Unscheduled underlying insurance" does not include insurance purchased specifically to be excess of this policy.

21. "Watercraft" means a vehicle designed to transport persons or property in or on water.

22. "Authorized Insured" means any named insured or any employee authorized by a named insured to give or receive notice of a claim or "suit."

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

25. "Fungi or microbes" means:
   a. Any form of fungus, yeast, mold, mildew, or mushroom, including mycotoxins, spores, scents, byproducts or other substances produced or released by fungi; and
   b. Any bacteria, virus, or any other non-fungal, single celled or colony-form organism, including any toxins, scents, byproducts or other substances it produces or releases, whose injurious source is in or on a building or its contents.
   But "fungi and microbes" does not include fungi that were deliberately grown for human consumption, microbes that were transmitted directly from person to person, or microbes that caused food poisoning, if your business is food processing, sales, or serving.

26. "Silica" means the chemical compound silicon dioxide (SiO2), in any form, including dust which contains "silica."

27. "Asbestos" means the mineral in any form whether or not the asbestos was at any time:
   a. Airborne as a fiber, particle or dust;
   b. Contained in or formed a part of a product, structure or other real or personal property;
   c. Carried on clothing;
   d. Inhaled or ingested; or
   e. Transmitted by any other means.

28. "Volunteer worker" means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VI – DEFENSE PAYMENT AND RELATED DUTIES

1. If a claim or "suit" alleges damages covered by underlying policies and the obligation of all "underlying insurers" either to:
   a. Investigate and defend the insured; or
   b. Pay the cost of such investigation and defense;
   ceases solely through exhaustion of all underlying limits of insurance through payment of a combination
of covered expenses, settlements or judgments for "bodily injury," "property damage" or "personal and advertising injury" taking place during our policy period, then we will either:

a. Assume the investigation and defense of the insured against "suits" seeking damages; or

b. If we elect not to assume the investigation and defense in 1.a. above, we will reimburse the insured for reasonable defense costs and expenses incurred with our written consent. However, such reimbursement excludes:

   (1) Office expenses of the insured;

   (2) Salaries and expenses of employees; and

   (3) General retainer fees of counsel retained by the insured.

2. We will investigate and defend an insured or reimburse an insured for "suits" brought against an insured for a claim or "suit" that alleges damages because of "bodily injury," "property damage" or "personal and advertising injury" not covered under:

   a. "Scheduled underlying insurance"; and

   b. "Unscheduled underlying insurance";

   but which seeks damages because of "bodily injury," "property damage" or "personal and advertising injury" otherwise covered under this policy. Costs and expenses of such investigation and defense are not subject to the "retained limit."

3. We will investigate and defend an insured or reimburse an insured for such costs of investigation and defense described in either 1. or 2. above, even if the allegations of a "suit" are:

   a. Groundless;

   b. False; or

   c. Fraudulent;

   but only until we make payment or offer to pay or deposit in court that part of judgment(s) not exceeding our limit of insurance.

4. We shall also have the sole right to make settlement of a "suit" as we deem expedient.

5. If not permitted by law or otherwise to perform these duties, we will pay an insured for defense costs and expenses incurred with our prior written consent.

6. Amounts we pay or incur pursuant to the obligation to defend or pay the costs and expenses of defense are in addition to, and not subject to, the limits of insurance stated in the Declarations.

7. In addition to our limits of insurance, we will pay prejudgment interest awarded against an insured on that part of a judgment covered by this policy. We will not pay prejudgment interest on that period of time after we offer to pay:

   a. Our limit of insurance; or

   b. That portion of our limit of insurance which equals the amount of a settlement demand when combined with the limits of "underlying insurers."

8. We will pay interest on a judgment that accrues after entry of that judgment, but before we have:

   a. Paid;

   b. Offered to pay; or

   c. Deposited in court

   that part of the judgment that is within the limit of insurance of this policy. The amount of interest we pay will be in direct proportion that amount we pay as damages bears to the total amount of judgment. We will not pay additional interest that accrues after we have:

   a. Paid;

   b. Offered to pay;

   c. Deposited in court

   that part of the judgment that is within the limit of insurance of this policy.

9. We will pay all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit." This includes actual loss of earnings up to liability $250. a day because of time off from work.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

It is agreed that:

I. This policy does not apply:

   A. Under Liability Coverage to "bodily injury" "personal and advertising injury" or "property damage"

      1. With respect to which an insured under this policy, is also an insured under a nuclear energy liability policy issued by the:

         a. Nuclear Energy Liability Association;

         b. Mutual Atomic Energy Liability Underwriters; or

         c. Nuclear Insurance Association of Canada;

      or any of their successors, or would be an insured under any such policy but for its
II. As used in this endorsement:

A. "Hazardous properties" include radioactive, toxic or explosive properties.

B. "Nuclear material" means "source material," "special nuclear material" or "byproduct material."

C. "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

D. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

E. "Waste" means waste material:

1. Containing "by-product material" other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its "source material" content; and

2. Resulting from the operation by any person or organization, of a "nuclear facility" included within paragraphs 1. and 2. of the definition of "nuclear facility."

F. "Nuclear facility" means:

1. Any "nuclear reactor";

2. Any equipment or device designed or used for:
   a. Separating the isotopes of uranium or plutonium;
   b. Processing or utilizing "spent fuel"; or
   c. handling, processing or packaging "waste";

3. Any equipment or device used for the processing, fabricating or alloying of special "nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment is located consists of or contains more than:
   a. 25 grams of plutonium or uranium 233 or any combination thereof; or
   b. 250 grams of uranium 235;

4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
G. "Nuclear reactor" means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

H. "Property damage" includes all forms of radioactive contamination of property.
NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.
CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2864173
DATE (MM/DD/YYYY) 2/2/2023

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

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

PRODUCER
Lockton Companies, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT NAME: 888-828-8365
PHONE: 281-733-0011 (Main)
FAX: 281-733-0011 (Main)
EMAIL: INSURANCECERTS@LOCKTONAFFINITY.COM

INSURED
THE JONES PAYNE GROUP, INC.
123 N WASHINGTON ST 3RD FL
BOSTON, MA 02114-2113

INSURER(S) AFFORDING COVERAGE
INSURER A: Ace American Insurance Co.
NAIC # 22667

COVERAGES

INSR LTR TYPE OF INSURANCE ADDL SUBX SUBX LIM
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR $ 

GENL AGGREGATE LIMIT APPLIES PER:

POLICY PRO-JECT LOC 

OTHER: 

AUTOMOBILE LIABILITY

ANY AUTO 

ALL OWNED AUTOS 

NON-OWNED AUTOS 

SCHEDULED AUTOS 

UMBRELLA LIAB OCCUR 

EXCESS LIAB CLAIMS-MADE 

DED RETENTION $ 

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ALLOWED EXECUTIVE OFFICER/OWNER EXECUTED?

(Yes, describe under DESCRIPTION OF OPERATIONS below)

Y/N:N/A

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

City of Inglewood Residential Sound Insulation Program - Agreement No. 21-503

CERTIFICATE HOLDER

CITY OF INGLEWOOD
RESIDENTIAL SOUND INSULATION PROGRAM
ONE MANCHESTER BOULEVARD SUITE 650
INGLEWOOD, CA 90301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1998-2015 ACORD CORPORATION. All rights reserved.
OUTSIDE CITY BUSINESS TAX

The person, firm or corporation named below is granted this certificate as evidence that the business has paid the required taxes to conduct business in City of Inglewood. This certificate is not a business license and it shall not be construed as authorizing the right to conduct or continue any business. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

Name: THE JONES PAYNE GROUP INC
Location: 123 NORTH WASHINGTON ST, 3RD FL
Owner Name: JOHN H HANSEN

OUTSIDE CITY BUSINESS TAX
Number: S-039246
Description: Architect/Engineer
Issued Date: January 01, 2023
Expiration Date: December 31, 2023

THE JONES PAYNE GROUP INC
123 NORTH WASHINGTON ST, 3RD FL
BOSTON, MA 02114

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE