DATE:    April 25, 2023

TO:    Mayor and Council Members

FROM:    Public Works Department

SUBJECT:    Amendment No. 1 to Agreement No. 21-190 with Superior Pavement Markings, Inc.

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

1. Approve Amendment No. 1 to Agreement No. 21-190 with Superior Pavement Markings, Inc. (SPM) to provide labor and materials to complete the City’s Pavement Delineation Services, including signage installation on public streets throughout the community, according to the City’s Traffic Management and Operations Plan (TMOP), as well as increase duties of the Agreement to include installation of new street signage related to trash pickup and street sweeping services, in an amount not to exceed $972,000 (total contract amount not to exceed $3,168,808) (Sanitation Fund); and

2. Adopt a resolution amending the Fiscal Year 2022-2023 Budget to receive $972,000 into the Sanitation Fund Account.

BACKGROUND:  
On June 29, 2021, the City Council approved Agreement No. 21-190 with SPM to install and upgrade the existing citywide sign inventory to match traffic and safety requirements in conjunction with the Citywide Permit Parking Program.

DISCUSSION:  
In response to the lack of street parking, the City and Republic Services worked jointly to develop a plan to reduce and modify trash pick-up hours from 8:00 am – 3:00 pm to 7:00 am – 1:00 pm.

In order to display the new time (7:00 am – 1:00 pm), new permanent signage showing the hours that parking is restricted on the public streets must be installed for 30 days before it officially goes into effect. SPM will install the permanent signage.
Scope of Work:

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>75</td>
<td>Anchor, Post, Sign (12x18) (Street Sweeping Signs)</td>
<td>2497</td>
<td>$215.00</td>
<td>$537,000 (rd up)</td>
</tr>
<tr>
<td>76</td>
<td>Sign Installation on Street Light Pole (12x18) (Street Sweeping)</td>
<td>3000</td>
<td>$145.00</td>
<td>$435,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Est. Total $972,000</td>
</tr>
</tbody>
</table>

Republic Services is directed to reimburse the City in the amount of $972,000 to facilitate the production, creation, and installation of the new signage. The City received partial reimbursement of this amount last fiscal year; the remaining balance will be remitted by August 2023. The revenue received will fully support the action request.

Since the City currently has Agreement No. 21-190 in place with SPM for like services, Staff requests that the Agreement be increased to receive the additional funding for services described in the report.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Sufficient funding in the amount of $972,000 will be available in the Fiscal Year 2022-2023 Budget under Account Code No. 070.060.6052.45152 (Sanitation Fund-Public Works-Public Services-Environmental Services-CDS-Infrastructure Impact Fee).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1: Agreement No. 21-190
Attachment No. 2: Amendment to the Agreement No. 21-190
Attachment No. 3: Resolution

PREPARED BY:
Angela Williams, Environmental Services Manager
Rae Aldridge, Management Assistant

COUNCIL PRESENTER:
Angela Williams, Environmental Services Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD /
ASSISTANT CITY MANAGER APPROVAL: 

Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL: 

Artie Fields, City Manager
Attachment No. 1
AGREEMENT NO.: 21-190

THIS AGREEMENT (the “Agreement” or “Contract”) is made and entered into this 29th day of June, 2021, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and SUPERIOR PAVEMENT MARKINGS, INC. (hereinafter referred to as the “Contractor”), a California corporation, with a corporate number of C2868038, duly organized and in good standing in the State of California, with a Contractor’s State License Board Number of 776306 and a local place of business located at 5312 Cypress Street, Cypress California 90630.

RECATLS

WHEREAS, the City needs a contractor to furnish labor and materials to engage in and complete the City’s Pavement Delineation Services Project, CB-21-04 (the “Project”); and

WHEREAS, the Project, was designed and let out for the purposes of engaging a contractor to assist the City complete its Traffic Management and Operations plan (the “TMOP”); and

WHEREAS, the TMOP includes plans and specifications to upgrade existing citywide sign inventory to match traffic and safety requirements and includes tasks and deployments associated with a Neighborhood Protection portion and a Citywide Permit Parking Program; and

WHEREAS, staff sought bids for contract services to complete signage upgrades in four project phases. The bid scope of services includes an on-going three-year program of signage and street delineation inspections and maintenance support; and

WHEREAS, the Contractor represents that it is validly registered with the California Department of Industrial Relations as required by law with a PWC Registration Number of 1000001476; and

WHEREAS, the Contractor represents that its listed subcontractor(s), if any, is in good standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and
WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain validly licensed as required by law; and

WHEREAS, the Contractor represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

NOW THEREFORE, the City and the Contractor (hereinafter referred to collectively as the "Parties" and individually as the "Party") hereto mutually agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

All of the recitals are incorporated herein by reference.

ARTICLE 2 – SCOPE OF WORK

The Contractor shall:

1. Perform the City’s Project, in a good, workmanlike, and timely manner and in accordance with Exhibit "A," addendum 1, dated February 21, 2021, Exhibit "B," the City’s Specifications for “Pavement Delineation Services, Bid No.: CB-21-04,” and Exhibit "C," the Contractor’s Proposal. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):

   a. Change orders and Amended Agreements (whichever occurs last);
   b. This Agreement;
   c. Exhibit “A;”
   d. Exhibit “B;”
   e. Exhibit “C.”

2. Ensure that all Work is done in a workmanlike and professional manner and in accordance with standard industry practices.

3. Agree to comply with, and be bound by all applicable federal, state, county, and local laws, rules, and regulations.

4. Ensure that all personnel engaged by the Contractor to perform the Work contemplated by this Agreement shall be properly licensed.

5. 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 Work contemplated by
this Agreement.

6. Secure the payment of workers’ compensation to its employees as provided in
California Labor Code Sections 1860 and 3700 and agree, that pursuant to California Labor
Code Section 1810, that eight (8) hours’ labor constitutes a legal day’s work.

7. Correct all defects detected in workmanship and materials and agree that all
defects shall be corrected at the expense of the Contractor and approved by the Public Works
Director or his designee. No payment shall be made to the Contractor until corrections are
completed and approved.

8. Agree that should disputes arise respecting the true value of any Work done,
of any Work omitted, or any extra work, which the Contractor may be required to
do, or respecting the size of payment to the Contractor during the performance of this
Contract, such dispute shall be initially decided by the Director of Public Works.

Code Section 6705 whenever such Codes are relevant.

10. Agree to comply with the applicable provisions of California Labor Code
Section 1777.5 relating to employment by the Contractor and all subcontractors under it, of
journeymen, or apprentices, or workmen in any apprentice craft or trade. The Contractor
specifically agrees to comply with the applicable provisions of California Labor Code Section
1770 through and including Section 1776 relating to compliance monitoring and enforcement,
payment of prevailing wages to all workmen employed in the performance of the Work
contemplated by this Agreement by the Contractor and all subcontractors under it and to
keep and maintain accurate certified payment records.

11. Agree that any digging of trenches or other excavations that extend deeper
than four (4) feet below the surface, then the Contractor shall:

   a. Promptly, and before the following conditions are disturbed, notify the
      City, in writing, of any:
i. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

12. Agree that, in the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work to be performed under the Agreement. The Contractor shall retain any and all rights provided by this Agreement first and then by relevant law which pertain to the resolution of disputes and protests between the Parties.

13. Agree that statutory provisions for penalties for failure to pay prevailing wages will be enforced and that the statutory provisions for penalties for failure to comply with the state’s wage and hour laws will be enforced.

14. Provide a written guarantee of workmanship and safety to the Public Works Director or his designee. No payment shall be made to the Contractor without said written guarantee.

ARTICLE 3 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Contractor to perform the Work contemplated by this Agreement.
ARTICLE 4 – TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Term of this Agreement shall be three (3) years from the City’s Notice to Proceed ("NTP"). This Agreement may be renewed for an additional three (3) year period (the "Extension") by mutual consent of the Parties. If the Parties desires an Extension, the Contractor shall, within six (6) prior to the termination of this Agreement, submit in writing a request to begin renegotiations for an extension. Failure to do so will obligate the Contractor to apply its current prices and services to the Extension. Any proposed increase should be reflective of the average Consumer Construction Price index from the preceding twelve months.

ARTICLE 5 – COMPENSATION

1. The Contractor shall be paid, pursuant to the hourly rate in Exhibit “C,” a not-to-exceed amount of two million one hundred seventy-six thousand eight hundred and eight dollars ($2,196,808) for all Work faithfully performed.

2. The Contractor shall invoice, from the date of NTP, the City every thirty (30) days for Work contemplated hereunder and which have been completed within that thirty (30) day period.

3. The Contractor shall invoice the City within ten (10) Working Days after the completion of the project. The City shall pay the Contractor in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Contractor’s invoices.

4. The Contractor agrees that, should Work be performed outside the scope of Work without the prior written approval of the City, such Work shall be deemed a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim against the City for reimbursement.

ARTICLE 6 – TERMINATION

1. Without limitation to any of the City’s other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right to terminate or suspend this Agreement, in whole or in part, if it encounters conditions during
the Work contemplated hereunder that make it impossible or impracticable to proceed; or if
the City is prevented from proceeding with the Agreement by law or by official action of a
public authority; or if there is an unavailability of City Funds; or if the Contractor violates any
material provisions of this agreement; or if the Contractor fails to provide the Work required of
this Agreement in a satisfactory manner as determined by the City Engineer. Upon the failure
of the Contractor to promptly cure any default, the City’s election to terminate the Agreement
for default shall be communicated by giving the Contractor a written notice of termination in
the manner specified in Article 7 – Notices, of this Agreement.

2. The City shall have the option, at its sole discretion and without cause, of
terminating this Agreement in part or in whole by giving thirty (30) Days written notice to the
Contractor. The Contractor agrees to accept such sums as allowed under this Paragraph 2 as its
sole and exclusive compensation and waives any claim for other compensation or Losses,
including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or
other consequential, direct, indirect or incidental damages of any kind.

a. Following such termination and within forty-five (45) Days after receipt of a
   billing from the Contractor seeking payment of sums authorized by this
   Paragraph 2, the City shall pay to the Contractor as its sole compensation for
   performance of the Work the following:

i. For Work Performed. The amount of the Contract Sum allocable to
   the portion of the Work properly performed by the Contractor as of
   the date of termination, less sums previously paid to the Contractor.
   In no event, however, shall the compensation paid pursuant to this
   Paragraph 2 exceed the amount which would have been payable
   pursuant to Article 5 of this Agreement.

ii. For Close-out Costs. Reasonable costs of the Contractor and its
    Subcontractors for:

    1. Demobilizing and

    2. Administering the close-out of its participation in the Project
(including the amount for any and all materials and/or equipment ordered [which cannot be cancelled]) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

iii. For Fabricated Items. Previously unpaid cost of any items delivered to the Project Site, which were fabricated for subsequent incorporation in the Work.

b. Subcontractors. The Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by the Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against the Contractor than are afforded to the Contractor under this Paragraph 2.

c. The Contractor's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

i. Immediately discontinue the Work to the extent specified in the notice;

ii. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;

iii. Provide to the City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the City may determine.
necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;

iv. Promptly assign to the City those subcontracts, purchase orders or contracts, or portions thereof, that the City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the City does not elect to accept by assignment; and

v. Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

ARTICLE 7 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing or sent by certified mail and shall be dated and signed by the Party giving such notice or by a duly authorized representative of such Party.

Notice

If notice to either Party is given, it shall be by personal delivery thereof or by depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and return receipt requested and addressed as follows:

CITY:
Aisha L. Thompson,
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, California 90301-1750

CONTRACTOR:
Darren Veltz,
Chief Financial Officer
Superior Pavement Markings, Inc.
5312 Cypress Street
Cypress, California 90630

WITH COPY TO:
Director Public Works
One Manchester Boulevard
Inglewood, California 90301

AGENT FOR SERVICE OF PROCESS ONLY
John Matthew Lucas
5312 Cypress Street
Cypress, California 90630
Notice of Surety

If notice is given to Surety, it shall be by personal delivery to the Surety or by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid.

Effective Date of Notice

Notice shall be deemed 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, properly addressed, with postage prepaid and return receipt requested.

ARTICLE 8 — INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,500,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISOCG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $1,500,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Surety Bonds** as described below.

   If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Inglewood City Attorney. At the option of the City Attorney, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of Work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such Work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.** General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
(at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

The Contractor hereby agrees to waive rights of subrogation which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all Work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

The Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before Work begins. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
Subcontractors

The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

ARTICLE 9 – INDEMNIFICATION

1. The Contractor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence, or willful misconduct of the City.

2. If any action or proceeding is brought against Indemnities by reason of any of the matters against which the Contractor has agreed to indemnify Indemnities as provided above, the Contractor, upon notice from the City, shall defend Indemnities at the Contractor's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnities need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Contractor under this Article shall ensure the Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.
ARTICLE 10 – INGLEWOOD BUSINESS LICENSE

The Contractor agrees to at all times during the performance of the Agreement, obtain and maintain an Inglewood City business license. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing the Notice to Proceed (NTP).

ARTICLE 11 – BONDS

The Contractor agrees that, at all times during the performance of the Work contemplated by this Agreement, it shall keep and maintain the following Contract Bonds in the amount set forth below:

1. Performance Bond
2. Payment Bond

Said bonds shall be in the form approved by the Inglewood City Attorney and shall be satisfactory to the City.

Performance Bond

The Contractor agrees to at all times during the performance of the agreement to obtain, keep, and maintain a faithful performance bond in the amount equal to one hundred percent (100%) of the Contract price. Said bond shall guarantee to the City the prompt, faithful and competent performance of each and every term, condition and provision set forth in the Contract Documents, said Contract Documents to be incorporated into the Performance Bond by express reference therein. Said Bond and the obligations of Surety thereunder shall remain in full force and effect for as long as the Principal/Contractor’s obligations remain in effect with the City. Said bond shall also be in the form and have the content required for approval by the City Attorney.

Payment Bond

Upon demand by the City, and before the Contractor begins Work, of any kind for the Project, the Contractor shall post a Payment Bond pursuant to the requirements of Civil Code section 9550 et. Seq. The Contractor shall keep such bond in force and effect as required by applicable law, but in no case less than seven (7) months from the date of acceptance of the
Project by the City. Said Bond shall be in an amount equal to one hundred percent (100%) of the Contract price. Said bond shall be in the form approved by the City Attorney.

ARTICLE 12 – LIQUIDATED DAMAGES

It is agreed to by the Parties to the Contract that in case all the Work called for under the Contract is not completed expeditiously, safely, and per all of the rules set forth in the Contract documents before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Inglewood (in terms of inconvenience, lost productivity, additional administrative costs, and other costs both tangible and intangible). It is also agreed by the Parties that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Contractor will pay to the City the sum of five hundred dollars ($500) for each and every day's delay beyond the time prescribed to complete the Work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

Multiple Correction Notices

The Contractor shall receive only one Correction Notice for the same issue, or issues within the same specification section, without sanction. Additional Correction Notices indicate an unwillingness of the Contractor to abide by the Contract that he/she has entered into. The City may impose Liquidated Damages of Three Hundred Dollars ($300) for each correction notice, which is written on the same issue, or concerning the same section of the specifications.

The City of Inglewood will issue a change order credit to the Contract (thereby reducing the Contract value) by Three Hundred Dollars ($300) in the case of repetitive correction notices.

ARTICLE 13 – "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue
numbers, etc., it is intended merely to establish a standard; and any material, article, or
equipment of other manufacturers and vendors which will perform adequately the duties
imposed by the general design will be considered equally acceptable provided the material,
article, or equipment so proposed is, in the opinion of the Engineer of equal substance and
function. Said materials, article or equipment shall not be purchased or installed by the
Contractor without the Engineer's written approval.

Anyone wishing to make an “or equal” request must such request in writing to the
Engineer within (7) seven days after the bid opening date.

ARTICLE 14 – PERMITS, COSTS AND NOTICES

City Permits

Wherever the property of the Federal Government, the State of California, the County
of Los Angeles, the City of Inglewood, any local utilities, or of any other agency is affected by
the Work included in this Contract, the Contractor shall procure all permits, give all notices
necessary, and bear the cost of all permits and inspection lawfully exacted by said
Government, State, County, City, District, Department, or other agency during the time of
performing the Work affecting said property. In addition, the Contractor shall bear all cost of
traffic regulation and traffic control devices lawfully exacted by said State, County, City, or
other agency during the time of performing the Work affecting said property. Work may not
start unless all permits are pulled. The Contractor will bear all the burden of construction
delays caused by delays in pulling permits. Permits for all trades for all units must be pulled at
one time.

Work within the Public Rights of Way

The Contractor shall notify, verbally or in writing the “Permit Section” of City’s Public
Works Department at least forty-eight (48) hours prior to starting any Work within a public
street or right-of-way. If notice is verbal, the Contractor shall prepare and maintain a written
record of such notice. Neither the terms hereof nor anything shown on the drawings in
connection with rights-of-way provided by the City shall be construed to entitle the Contractor
to conduct operations in said rights-of-way in violation of existing regulations restricting
interference with watercourses and drainage channels. The Contractor shall take adequate
precautions against obstructing storm water flow in any affected watercourse or channel, and
shall not deposit excavated materials in any area where they might interfere with or be subject
to erosion from such flow.

The Contractor shall be responsible for making their own arrangements for parking
facilities, storage areas, and staging area; the Contractor shall obtain written permission from
the owners of the affected property for such use, and a copy of each such written permit shall
be furnished to the City and property owners for their protection and records. The Contractor
shall indemnify and hold harmless the City from all claims for damages occasioned by such
actions.

Encroachment Permits

The Contractor shall obtain encroachment permit(s) from the City's Public Work
Department prior to start of any Project Work. The costs of such permits are included on the
Contract Sum.

Liability Insurance for Permits

Where required under the terms of the permits, the Contractor shall obtain liability
insurance acceptable to and in an amount required by the public agency having jurisdiction.
The policy shall insure said agency against all claims arising out of or in connection with the
Work to be performed and shall remain in full force and effect until the Work is accepted by
the City. The Contractor shall furnish to each such agency a certificate of protective liability
insurance showing the protection afforded and the amount thereof.

ARTICLE 15 – RESPONSIBILITIES OF PROJECT SUPERINTENDENT

The Contractor shall submit, at the initial pre-construction meeting, written
qualification of the proposed Project Superintendent (the “Superintendent”), for City review.
The approved Superintendent shall be on the Project site full time and will be responsible for
all general Contract and subcontract Work on the project. The approved Superintendent shall
be assigned to one construction project only. The approved Superintendent shall attend all
field measurement verifications.
The Superintendent shall be fully capable of scheduling, monitoring, and controlling the work of all trades that are performing Work for this Project and of answering questions and concerns without consulting other off-site persons unless design or contractual issues require special consultation. Superintendent must be responsible for a maximum of one project at any time and shall be assigned for a time period that at least includes the period from Notice to Proceed through Notice of Completion.

**ARTICLE 16 – AUTHORITY OF THE ENGINEER**

All Work of the Contract will be supervised by the Engineer. References to "Engineer" in Division 1, which concern administrative aspects of the Contract including provisions for time for commencing and completing Work and extension of time shall be understood literally as meaning the Engineer or an authorized representative.

The Engineer shall have the authority to approve change orders up to ten percent (10%) of the Agreement amount notwithstanding Article 5, and time extensions as he/she deems necessary to best serve the City’s interest, give such general directions and exercise such control as may be necessary to ensure that Work on the project is in strict compliance with the Contract Documents. The Engineer shall determine the adequacy of the Contractor’s methods, plant, and equipment and may issue such directions relative to the sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of the Work. The Engineer shall have the authority to stop the Work, if necessary, to prevent its improper execution and shall determine the amount, quality, and fitness of the several kinds of Work. The Engineer shall have the authority to reject all work which does not conform to the requirements of the Contract and shall have power to make such other decisions as provided in these specifications. All instructions, rulings, and decisions of the Engineer shall be final and binding unless formal protest is made under the provisions for "Rights and Remedies; Claims and Protests" in Article 17 of this Contract.

**ARTICLE 17 – RIGHTS AND REMEDIES; CLAIMS AND PROTESTS**

Duties and obligations imposed by the Contract Documents and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and
remedies otherwise imposed or available by applicable law.

If the Contractor considers any Work demanded of them to be outside the requirements of the Contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within 10 Working Days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore.

Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Claims Based on Differing Site Conditions. Save and except as provided in this paragraph, the Contractor agrees to solely bear the risk of Loss and Delay due to concealed or unknown conditions, surface or subsurface, at a Site or in Existing Improvements at the Site, without adjustments to the Contract Sum or Contract Time. If the Contractor encounters conditions it believes constitutes Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to Engineer within twenty-four (24) hours by a written notice stating a detailed description of the condition encountered. Failure to submit a timely written notice to the Engineer shall be deemed a waiver of any right by the Contractor for an adjustment to the Contract Sum or Contract Time by reason of such conditions.

Public Contract Code Section 9204

The provisions of Public Contract Code Section 9204 govern claims by the Contractor to the City. The provisions of Section 9204 are as follows:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2,
and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply
to any claim by a contractor in connection with a public works project.
(c) For purposes of this section:
(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail
with return receipt requested, for one or more of the following:
(A) A time extension, including, without limitation, for relief from damages or penalties for
delay assessed by a public entity under a Contract for a public works project.
(B) Payment by the public entity of money or damages arising from Work done by, or on behalf
of, the Contractor pursuant to the Contract for a public works project and payment for which
is not otherwise expressly provided or to which the claimant is not otherwise entitled.
(C) Payment of an amount that is disputed by the public entity.
(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing
with Section 7000) of Division 3 of the Business and Professions Code who has entered into a
direct contract with a public entity for a public works project.
(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a
state agency, department, office, division, bureau, board, or commission, the California State
University, the University of California, a city, including a charter city, county, including a
charter county, city and county, including a charter city and county, district, special district,
public authority, political subdivision, public corporation, or nonprofit transit corporation
wholly owned by a public agency and formed to carry out the purposes of the public agency.
(B) "Public entity" shall not include the following:
(i) The Department of Water Resources as to any project under the jurisdiction of that
department.
(ii) The Department of Transportation as to any project under the jurisdiction of that
department.
(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that
department.
(iv) The Department of Corrections and Rehabilitation with respect to any project under its
jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the
Penal Code.
(v) The Military Department as to any project under the jurisdiction of that department.
(vi) The Department of General Services as to all other projects.
(vii) The High-Speed Rail Authority.
(4) "Public works project" means the erection, construction, alteration, repair, or improvement
of any public structure, building, road, or other public improvement of any kind.
(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9
(commencing with Section 7000) of Division 3 of the Business and Professions Code who either
is in direct contract with a contractor or is a lower tier subcontractor.
(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim
applies shall conduct a reasonable review of the claim and, within a period not to exceed 45
days, shall provide the claimant a written statement identifying what portion of the claim is
disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a
contractor may, by mutual agreement, extend the time period provided in this subdivision.
(B) The claimant shall furnish reasonable documentation to support the claim.
(C) If the public entity needs approval from its governing body to provide the claimant a
written statement identifying the disputed portion and the undisputed portion of the claim,
and the governing body does not meet within the 45 days or within the mutually agreed to
extension of time following receipt of a claim sent by registered mail or certified mail, return
receipt requested, the public entity shall have up to three days following the next duly publicly
noticed meeting of the governing body after the 45-day period, or extension, expires to
provide the claimant a written statement identifying the disputed portion and the undisputed
portion.
(D) Any payment due on an undisputed portion of the claim shall be processed and made
within 60 days after the public entity issues its written statement. If the public entity fails to
issue a written statement, paragraph (3) shall apply.
(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails
to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this
section does not resolve the Parties’ dispute.

(3) Failure by the City to respond to a claim from the Contractor within the time periods
described in this subdivision or to otherwise meet the time requirements of this section shall
result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the
public entity’s failure to have responded to a claim, or its failure to otherwise meet the time
requirements of this section, shall not constitute an adverse finding with regard to the merits
of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7
percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against
a public entity because privity of contract does not exist, the Contractor may present to the
City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may
request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor,
that the contractor present a claim for Work which was performed by the subcontractor or by
a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that
the claim be presented to the public entity shall furnish reasonable documentation to support
the claim. Within 45 days of receipt of this written request, the Contractor shall notify the
subcontractor in writing as to whether the Contractor presented the claim to the City and, if
the original Contractor did not present the claim, provide the subcontractor with a statement
of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for
any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided,
however, that (1) upon receipt of a claim, the Parties may mutually agree to waive, in writing,
mediation and proceed directly to the commencement of a civil action or binding arbitration,
as applicable; and (2) a public entity may prescribe reasonable change order, claim, and
dispute resolution procedures and requirements in addition to the provisions of this section,
so long as the contractual provisions do not conflict with or otherwise impair the timeframes
and procedures set forth in this section.

(g) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

Public Contract Code Section 20104, et seq.

20104

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between the Contractor and the City.

(2) This article shall not apply to any claims resulting from a contract between the Contractor and the City when the City has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any Work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any Work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both Parties. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, any Party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 [commencing with Section 2016.010] of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
(2) Notwithstanding any other provision of law, upon stipulation of the Parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

(c) The court may, upon request by any Party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

The City shall treat any time written notice as a claim for damages and shall be resolved in accordance with this Article 17 of the Contract.

ARTICLE 18 – INDEPENDENT CONTRACTOR

The Contractor enters into this Agreement as an independent contractor and not as an employee of the City. The Contractor shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the
Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

**ARTICLE 19 – RETENTION**

1. Provisions of California Public Contract Code §22300 et. seq., substitution of eligible and equivalent securities for retention held by the City to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code §22300. The failure of such Contractor to make such written request to the City within said ten (10) day period shall be deemed a waiver of the Contractor's rights under California Public Contract Code §22300.

2. In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section §22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current BauerFinancial, Inc. of not less than “5 Stars,” unless otherwise agreed to by the City Attorney, in the form specified by said Section §22300. The Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, the Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.
ARTICLE 20 – NON-ASSIGNABILITY

The expertise and experience of the Contractor are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Contractor, which will fulfill the duties and obligations, imposed under this Agreement. In recognition of that interest, the Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Contractor’s duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The 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 the City.

ARTICLE 21 – PROHIBITED INTERESTS

No official, employee, or agent of the City, nor any member of his or her immediate family, shall have any direct or indirect interest in the Contract.

ARTICLE 22 – EQUAL EMPLOYMENT

The Contractor agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 23 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 24 – SEVERABILITY

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 or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 25 – WAIVER

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any Work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 26 – ENTIRE AGREEMENT

This Agreement, including all Exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Contractor and the 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 of their authorized representatives.

ARTICLE 27 – 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.

ARTICLE 28 – MISCELLANEOUS

1. The Parties waive any benefits from the principle of contra proferentum and interpreting ambiguities against drafters. 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.

2. 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 hereto.

3. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

[Signature]

James T. Betts, Jr.,
Mayor

SUPERIOR PAVEMENT MARKINGS, INC.

[Signature]

Darren Veltz,
Chief Financial Officer

ATTEST:

[Signature]

Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

[Signature]

Kenneth R. Campos,
City Attorney

For Kenneth R. Campos
# Certificate of Liability Insurance

**Issuer:** Zurich American Insurance Company  
**Assigned Policy Number:** 61900590

**Certificate Holder:**

City Of Inglewood  
One Manchester Blvd  
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:**

Dave Jacobson

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**Provisional Date:** 5/21/2021

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**Description of Operations / Locations / Vehicles (ACORD 101):** Additional Remarks Schedule, may be attached if more space is required.

- City of Inglewood is named as additional insured with respect to liability as required by written contract.
- Coverage is primary and non-contributory. Waiver of subrogation applies. See attached endorsements.
- 30-Day notice of cancellation / 10-days for non-payment of premium.

**Insured Name:**

Superior Pavement Markings, Inc.  
5312 Cypress St.  
Cypress CA 90630

**Producers Information:**

Patriot Risk & Insurance Services  
2415 Campus Drive, Suite #200  
Irvine, CA 92612

**Contact Information:**

Name:  
Phone: (949) 486-7900  
Fax: (949) 486-1100  
Email: info@patrik Risk.com

**Insurers Affording Coverage:**

- Insurer A: Zurich American Insurance Company  
  NAIC # 16535
- Insurer B: Great American Insurance Company  
  NAIC # 16691
- Insurer C: Cypress Insurance Company  
  NAIC # 10585

**Exclusions and Conditions:**

- Limits shown may have been reduced by paid claims.
- The 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).
Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

<table>
<thead>
<tr>
<th>Policy No</th>
<th>Eff Date of Pol</th>
<th>Exp Date of Pol</th>
<th>Eff Date of End</th>
<th>Producer No</th>
<th>Add'l Prem</th>
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<td>09/18/2020</td>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Superior Pavement Markings, Inc.
5312 Cypress St.
Cypress CA 90630

Address (including ZIP Code):

This endorsement modifies insurance provided under the
Commercial General Liability Coverage Part

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Covered Operations</th>
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</thead>
<tbody>
<tr>
<td>City Of Inglewood</td>
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A. Section II – Who Is An Insured is amended to include as an additional insured the person or organization shown in the Schedule above, whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such 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:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement at the Location designated and described in the Schedule above.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law, and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to

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"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying 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; or

b. Supervisory, inspection, architectural or engineering activities.

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 "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved, the rendering of or the failure to render any professional architectural, engineering or surveying services.

G. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purpose of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   Primary and Noncontributory Insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement referenced in Paragraph A. of this endorsement, or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of this policy remain unchanged.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Person Or Organization:</th>
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<tr>
<td>City Of Inglewood</td>
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</table>

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
Designated Project General Aggregate Limit
(Erodes All Designated Projects Total General Aggregate Limit)

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<tr>
<th>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</th>
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<tbody>
<tr>
<td>Policy No</td>
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This endorsement modifies insurance provided under the

**Commercial General Liability Coverage Part**

**SCHEDULE**

<table>
<thead>
<tr>
<th>&quot;Designated Projects&quot;</th>
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<tr>
<td>All Designated Projects Total General Aggregate Limit</td>
</tr>
<tr>
<td><em>(If no amount is shown for the All Designated Projects Total General Aggregate Limit $4,000,000 applies)</em></td>
</tr>
</tbody>
</table>

A. Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single "designated project"

1. A separate Designated Project General Aggregate Limit applies to each "designated project". and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations

2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under Coverage C regardless of the number of

   a. Insureds
   b. Claims made or "suits" brought or
   c. Persons or organizations making claims or bringing "suits"

3. The following is added to Section III – Limits Of Insurance

   The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all

   a. Damages under Coverage A and
   b. Medical expenses under Coverage C

   which

   (1) Can be attributed only to operations at any of the single "designated projects", and

   (2) Applies towards any Designated Project General Aggregate Limit as indicated in Paragraph A.1. of this endorsement

   Such payments shall not reduce the General Aggregate Limit shown in the Declarations

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4. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Project General Aggregate Limit for that "designated project". Such payments shall also reduce the All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.

However, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other "designated project".

5. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the:
   a. Applicable Designated Project General Aggregate Limit; and
   b. All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.

6. Paragraph 5. of Section III – Limits Of Insurance is replaced by the following

5. Subject to:
   a. The applicable Designated Project General Aggregate Limit as indicated in Paragraph A.1. of this endorsement, and
   b. The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement.

   the Each Occurrence Limit is the most we will pay for the sum of:

   (1) Damages under Coverage A, and
   (2) Medical expenses under Coverage C,

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

B. Solely with respect to all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C which cannot be attributed only to operations at a single "designated project"

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and

2. Such payments shall not reduce:
   a. Any Designated Project General Aggregate Limit; or
   b. The All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and not reduce the

   1. General Aggregate Limit
   2. Designated Project General Aggregate Limit; or
   3. All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement

D. Solely with respect to this endorsement, the following definition is added to the Definitions Section

"Designated project" means

Each Project described in the Schedule of this endorsement including operations on and off the project site or location that are necessary or incidental to such Project as described in contract documents. "Designated project" includes the work site(s) associated with such Project and any offsite staging areas as long as such offsite staging areas are dedicated solely to such Project. Also included are those areas immediately adjacent to such Project including boundaries of local streets or public easements.
E. Solely with respect to this endorsement, Paragraph 1. of Section III - Limits Of Insurance is replaced by the following:

1. The Limits of Insurance shown in the Declarations, the All Designated Projects Total General Aggregate Limit shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms, conditions, provisions and exclusions of this policy remain the same.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:
   The following are also "insureds":
   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee"s name, with your permission, while performing duties related to the conduct of your business.
   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
   c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.
C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

   (1) Overdue lease or loan payments at the time of the "loss";

   (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   (3) Security deposits not returned by the lessor;

   (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

   (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by.
(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".
K. Airbag Coverage
The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles
The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible
The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "losses" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss";
   5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

   a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any
agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph f. of the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less.

T. Bodily Injury Redefined

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.
U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

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" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA BLANKET BASIS

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

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is

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

SCHEDULE

BLANKET WAIVER

<table>
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<th>Person/Organization</th>
<th>Description</th>
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<tbody>
<tr>
<td>Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.</td>
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</tbody>
</table>

City Of Inglewood
Job Description
Waiver Premium

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

Endorsement Effective: 6/1/2020
Insured: Superior Pavement Markings, Inc.
Insurance Company: Cypress Insurance Company
Policy No. SUWC140655
Endorsement No.
Premium $
Countersigned by ____________________________
Attachment No. 2
THIS AMENDMENT ONE (the “First Amendment”) is made and entered into this __________ day of ________________, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as the “City”), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and SUPERIOR PAVEMENT MARKINGS, INC., (hereinafter referred to as the “Contractor”), a California corporation, with a corporate number of C2868038, duly organized and in good standing in the State of California, with a Contractor’s State License Board Number of 776306 and a local place of business located at 5312 Cypress Street, Cypress California 90630.

RECITALS

WHEREAS, the City needs a contractor to furnish labor and materials to engage in and complete the City’s Pavement Delineation Services Project, CB-21-04 (the “Project”); and

WHEREAS, the Project, was designed and let out for the purposes of engaging a contractor to assist the City in completing its Traffic Management and Operations plan (the “TMOP”); and

WHEREAS, the TMOP includes plans and specifications to upgrade the City’s existing citywide sign inventory to match traffic and safety requirements and to include tasks and deployments associated with a Neighborhood Protection portion and a Citywide Permit Parking Program; and

WHEREAS, on June 29, 2021, the City contracted with the Contractor to install and upgrade the existing citywide sign inventory to match traffic and safety requirements; and

WHEREAS, the City wishes to increase the number of signs that it wants created and installed and the Contractor agrees; and

WHEREAS, the Contractor represents that it is validly registered with the California Department of Industrial Relations as required by law with a PWC Registration Number of 1000001476; and

WHEREAS, the Contractor represents that its listed subcontractor(s), if any, is in good standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and
WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain validly licensed as required by law; and

WHEREAS, the Contractor represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

NOW THEREFORE, the City and the Contractor (hereinafter referred to collectively as the “Parties” and individually as the “Party”) hereto mutually agree as follows:

SECTION 1.

The Scope of Work for Agreement No. 21-190 is enlarged to include the following additional signs:

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Est Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>75</td>
<td>Anchor, Post, Sign (12x18) (Street Sweeping Signs)</td>
<td>2497</td>
<td>$215.00</td>
<td>$537,000</td>
</tr>
<tr>
<td>76</td>
<td>Sign Installation on Street Light Pole (12x18) (Street Sweeping)</td>
<td>3000</td>
<td>$145.00</td>
<td>$435,000</td>
</tr>
</tbody>
</table>

SECTION 2.

The Contractor shall be paid an additional not-to-exceed amount of Nine Hundred and Seventy-Two Thousand Dollars ($972,000) for all Work faithfully performed. The total not-to-exceed amount for Agreement No. 21-190 is as follows:

<table>
<thead>
<tr>
<th>CONTRACT</th>
<th>AMOUNT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Agreement</td>
<td>$2,196,808</td>
<td>$2,196,808</td>
</tr>
<tr>
<td>First Amendment</td>
<td>$972,000</td>
<td>$3,168,808</td>
</tr>
</tbody>
</table>

SECTION 3.

Except as amended by this First Amendment, all exhibits, attachments and all other terms and provisions of Agreement No. 21-190 and any Amendment(s) shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

____________________
James T. Butts, Jr.,
Mayor

SUPERIOR PAVEMENT MARKINGS, INC.

____________________
John Lucas,
President

____________________
Darren Veltz,
Chief Financial Officer

ATTEST:

____________________
Aisha L. Thompson,
City Clerk

APPROVED AS TO FORM:

____________________
Kenneth R. Campos,
City Attorney
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 4/6/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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:** Patriot Risk & Insurance Services  
18952 MacArthur Blvd., Suite #300  
Irvine, CA 92612

**INSURED:** Superior Pavement Markings, Inc.  
5312 Cypress St.  
Cypress CA 90630

**CONTACT NAME:** Lauren Bierman  
**PHONE:** 949-486-7900  
**FAX:**  
**E-MAIL ADDRESS:** ibierman@patriks.com

**INSURER(S) AFFORDING COVERAGE**  
INSURER A: Travelers Indemnity Co of Connecticut  
INSURER B: Travelers Property Casualty Co of Amer  
INSURER C: Redwood Fire and Casualty Insurance Co  
INSURER D: Evanston Insurance Company

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER: 73797326</th>
<th>REVISION NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> COMMERCIAL GENERAL LIABILITY</td>
<td>DT22-CO-6S124780-TCT-22</td>
<td>9/18/2022</td>
</tr>
<tr>
<td>CLAIMS-MADE ✓</td>
<td>✓ OCCUR</td>
<td>9/18/2023</td>
</tr>
<tr>
<td><strong>GENL. AGGREGATE LIMIT APPLIES PER:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POLICY ✓</td>
<td>PROJECT ✓</td>
<td>LOCAL</td>
</tr>
<tr>
<td><strong>Jeffery A Lewis</strong></td>
<td>Digitally signed by Jeffery A Lewis</td>
<td>Date: 2023.04.10</td>
</tr>
<tr>
<td>11:19:02 - 07:00'</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **B** AUTOMOBILE LIABILITY  | 810-6S126005-22-26-G  | 9/18/2022  | 9/18/2023  |
| ✓ ANY AUTO  | ✓  | ✓  |  |  |
| OWNED  | SCHEDULED AUTOS  | NON-OWNED AUTOS  |  |  |
| HIRED  | AUTOS  |  |  |  |
| ✓ UMRELLA LIABILITY EXCESS LIABILITY  | ✓ OCCUR  | ✓ CLAIMS-MADE  |  |  |
| **C** WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  | SUWC352695  | 6/1/2022  | 6/1/2023  |
| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  | Y  | N/A  |  |  |
| ✓ DESCRIPTION OF OPERATIONS below  |  |  |  |  |
| **D** Contractors Pollution Liability  | MKLV5ENV103760  | 9/13/2022  | 9/13/2023  |
|  |  |  | $2,000,000 / Ea Cond. / $4,000,000 / Agg.  |

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

RE: PW- Staff Report- Re-Route Superior Pavement Amendment
City of Inglewood is named as additional insured with respect to liability as required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies. See attached endorsements. 30-Day notice of cancellation / 10-days for non-payment of premium.

**CERTIFICATE HOLDER**

City Of Inglewood  
One Manchester Blvd  
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**

Dave Jacobson

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations if Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for “bodily injury” or “property damage” that occurs, or for “personal injury” caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of “your work” to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

1. Any “bodily injury”, “property damage” or “personal injury” arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

   b. Supervisory, inspection, architectural or engineering activities.

2. Any “bodily injury” or “property damage” caused by “your work” and included in the “products-completed operations hazard” unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

1. Give us written notice as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, such notice should include:

   a. How, when and where the “occurrence” or offense took place;

   b. The names and addresses of any injured persons and witnesses; and

   c. The nature and location of any injury or damage arising out of the “occurrence” or offense.

2. If a claim is made or “suit” is brought against the additional insured;
COMMERCIAL GENERAL LIABILITY

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.
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 shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II — Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V — Definitions.

SECTION I — COVERAGE

COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III — Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

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

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

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

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II — Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "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 insured listed under Paragraph 1. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(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 or claim 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.
e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" 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 damages:

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

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any 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; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's 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 Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that
is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests; (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(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) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for: (i) Any insured; or (ii) 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 if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to: (i) "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 the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, 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; (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) 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 or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
(b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "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 "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or 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) 50 feet long or less; and
   (b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:
   (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or
   (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment";

(6) An aircraft that is:
   (a) Chartered with a pilot to any insured;
   (b) Not owned by any insured; and
   (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stuntng activity.

i. War

"Bodily injury" or "property damage" 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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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 "premises 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. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.
(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also includes any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed. This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c., through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6 of Section III – Limits Of Insurance.

COVERAge B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" 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".
This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Or Used Prior To Policy Period**

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. **Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. **Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

g. **Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

ej. **Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;
(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:
(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" 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.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:
(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

o. War

"Personal and advertising injury" 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.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "stilt" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or
assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.
SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
          (a) Cooperate with us in the investigation, settlement or defense of the "suit";
          (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
          (c) Notify any other insurer whose coverage is available to the indemnitee; and
          (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
          (a) Obtain records and other information related to the "suit"; and
          (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section 1 – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section 1 – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (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 of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal 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), 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 Paragraph (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:
   (a) Owned, occupied or used by;
   (b) Rented to, in the care, custody or control of, 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. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:
   (1) With respect to liability arising out of the maintenance or use of that property; and
   (2) Until your legal representative has been appointed.
d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
   (1) 50 feet long or less; and
   (2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   
   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

   a. An organization, other than a partnership, joint venture or limited liability company; or

   b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessee and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

   a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

   b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessee is subject to the following provisions:

   a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

   b. The insurance provided to such premises owner, manager or lessor does not apply to:
      
      (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

   a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

   b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

   a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

   b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint
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; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C;
   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period 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 – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
   (1) How, when and where the "occurrence" or offense took place;
   (2) The names and addresses of any injured persons and witnesses; and
   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:
   (1) Immediately record the specifics of the claim or "suit" and the date received; and
   (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:
   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
COMMERCIAL GENERAL LIABILITY

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:
   (i) A partner or member of any partnership or joint venture;
   (ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.
4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulative of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits Of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) 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.

(4) 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.
c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, 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.

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, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person’s name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" 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, where it is licensed or principally garaged.

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

4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
      (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured’s responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "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 the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement 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 of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
   or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "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 "auto";
   b. While it is in or on an aircraft, watercraft or "auto";
   c. While it is being moved from an aircraft, watercraft or "auto" 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 "auto".

16. "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 maintained for use solely on or next to premises you own or rent;
   c. Vehicles that travel on crawler treads;
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 Paragraph 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 Paragraph 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 types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(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 automobile 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 vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
   (1) False arrest, detention or imprisonment;
   (2) Malicious prosecution;

   (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

   (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

   (5) Oral or written publication, including publication by electronic means, of material that:
      (a) Appropriates a person's name, voice, photograph or likeness; or
      (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean 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.
21. "Premises damage" means:
   a. With respect to the first paragraph of the exceptions in Exclusion J. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
   b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
      (1) Fire;
      (2) Explosion;
      (3) Lightning;
      (4) Smoke resulting from fire, explosion or lightning; or
      (5) Water.
   But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:
      (1) Rupture, bursting, or operation of pressure relief devices;
      (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
      (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
         (a) When all of the work called for in your contract has been completed.
         (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
   (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

   Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
   b. 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 not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
      (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
      (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:
   a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 of use will 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.

24. "Slogan":
   a. Means a phrase that others use for the purpose of attracting attention in their advertising.
   b. Does not include a phrase used as, or in, the name of:
      (1) Any person or organization, other than you; or
      (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.
25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "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.

30. "Your product":
   a. Means:
      (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

   (a) You;
   (b) Others trading under your name; or
   (c) A person or organization whose business or assets you have acquired; and

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

   b. Includes:
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
      (2) The providing of or failure to provide warnings or instructions.

   c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":
   a. Means:
      (1) Work or operations performed by you or on your behalf; and
      (2) Materials, parts or equipment furnished in connection with such work or operations.

   b. Includes:
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
      (2) The providing of or failure to provide warnings or instructions.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries
B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for “bodily injury” or “property damage” that occurred, or “personal and advertising injury” caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

C. Incidental Medical Malpractice
D. Blanket Waiver Of Subrogation
E. Contractual Liability – Railroads
F. Damage To Premises Rented To You

a. An organization other than a partnership, joint venture or limited liability company; or
b. A trust;
as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the governmental entity; or
b. Any “bodily injury” or “property damage” included in the “products-completed operations hazard”.

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COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

   c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU
The following replaces the definition of "premises damage" in the DEFINITIONS Section:
"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
Designated Project(s):

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed and executed by you before the "bodily injury" or "property damage" occurs.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, (section I), and for all medical expenses caused by accidents under Coverage C (section I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.

2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A, for damages or under Coverage C, for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, (section I), and for all medical expenses caused by accidents under Coverage C, (section I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:
1. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part 2. of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under Coverage B; and
   b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "Insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:
   Regardless of the provisions of paragraph a. and paragraph d. of this part 6, Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

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

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

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

<table>
<thead>
<tr>
<th>Named Insured:</th>
<th>Superior Pavement Markings, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
<td>9/18/2022</td>
</tr>
</tbody>
</table>

**SCHEDULE**

<table>
<thead>
<tr>
<th>Insurance Company:</th>
<th>Travelers Property Casualty Co of Amer</th>
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</thead>
<tbody>
<tr>
<td>Policy Number:</td>
<td>810-65126005-22-26-G</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>9/18/2022</td>
</tr>
<tr>
<td>Expiration Date:</td>
<td>9/18/2023</td>
</tr>
<tr>
<td>Named Insured:</td>
<td>Superior Pavement Markings, Inc.</td>
</tr>
<tr>
<td>Address:</td>
<td>5312 Cypress St. Cypress CA 90630</td>
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<tr>
<td>Additional Insured (Lessor):</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Designation Or Description Of &quot;Leased Autos&quot;:</td>
<td></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limit Of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Autos Liability</td>
<td>Each &quot;Accident&quot;</td>
</tr>
<tr>
<td>Comprehensive</td>
<td>Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus</td>
</tr>
<tr>
<td></td>
<td>Deductible For Each Covered &quot;Leased Auto&quot;</td>
</tr>
<tr>
<td>Collision</td>
<td>Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus</td>
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<tr>
<td></td>
<td>Deductible For Each Covered &quot;Leased Auto&quot;</td>
</tr>
<tr>
<td>Specified Causes Of Loss</td>
<td>Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus</td>
</tr>
<tr>
<td></td>
<td>Deductible For Each Covered &quot;Leased Auto&quot;</td>
</tr>
</tbody>
</table>

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

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

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

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of $350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

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

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

Waiver Premium (prior to adjustments)

All CA Operations

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

Endorsement Effective: 06/01/2022
Policy No.: SUWC352595
Endorsement No.: 

Insured: Superior Pavement Markings, Inc.

Insurance Company: Redwood Fire and Casualty Ins Co

Premium $

Countersigned by

WC 99 04 10 C
(Ed. 01-19)
Attachment No. 3
RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF INGLEWOOD, CALIFORNIA, AMENDING
THE FISCAL YEAR 2022-23 BUDGET TO INCREASE
THE SANITATION FUND LINE.

WHEREAS, the City’s sanitation fund budget line needs amending to account for an
increase in funds; and

WHEREAS, this budget amendment will facilitate the recordation of said fund increase,
and will track said funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Inglewood, California, does hereby:

Section 1. Amend the City’s 2022-2023 fiscal year budget as shown in Exhibit “A,”
which is attached to this resolution and incorporated herein by reference as if set forth in full.

Section 2. Request that the City Clerk shall certify the adoption of this resolution,
and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this ___________ day of ___________, 2023

CITY OF INGLEWOOD:

________________________________________
James T. Butts, Jr.,
Mayor

ATTEST:

________________________________________
Aisha L. Thompson,
City Clerk
Exhibit A
<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>FY2022-23 Budget</th>
<th>Amendment Request</th>
<th>Increase/Decrease</th>
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<td>$ 180,584</td>
<td>$ 1,152,584.00</td>
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