

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF MANHATTAN BEACH
AND VECTOR RESOURCES, INC. DBA VECTORUSA**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is dated [month] [day], [year] ("Effective Date") between the City of Manhattan Beach, a California municipal corporation ("City") and Vector Resources, Inc., a California Corporation dba VectorUSA ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

- A. City issued Request for Proposals No. 1077-17 on July 7, 2016, seeking proposals to provide the required equipment to expand the City's Wide Area Network ("WAN") and WiFi network.
- B. Contractor submitted a proposal dated September 20, 2016 in response to the RFP.
- C. City desires to utilize the services of Contractor as an independent contractor to provide the required equipment to expand the City's WAN and WiFi network.
- D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- E. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

- 1. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as Exhibit "A". City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.
- 2. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be David K. Maynard, Program Manager (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.
- 3. Term of Agreement. The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Sections 14 and 16 of this Agreement or extended.

4. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of \$209,010.51 (the "Maximum Compensation").
5. Method of Payment
 - a. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.
 - b. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the maximum compensation set forth in Section 4 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.
 - c. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.
6. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit "B" hereto.
7. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
8. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing,

Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 18 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

9. Inspection. If the Services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such Services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
10. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to City for its files.
11. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council or City Representative may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City Representative, and approved by the City Council.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Representative as long as a written appeal is submitted to the City Representative within five days after the staff's determination is received by Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

12. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the Parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
13. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
14. Termination Without Default. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 30 calendar days before the termination is to be effective. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.
15. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other

causes beyond Contractor's reasonable control and not due to any act by Contractor.

16. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above; provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by City by virtue of Contractor's breach of this Agreement.
17. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor and its officers, employees, associates and subcontractors, if any, shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for 1 year.
18. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City), City and its elected and appointed officials, officers, employees, agents,, and volunteers from and against any and all claims, demands, causes of action, compensation, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expenses, costs (including without limitation attorneys' fees, expert witness fees, and other related costs and expenses), judgments, fines, penalties, liens of every nature, and other amounts arising or claimed to arise, directly or indirectly, out of Contractor's (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except to the extent such loss or damage was caused by the sole negligence or willful misconduct of City. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
19. Insurance. Contractor shall comply with the insurance requirements set forth in Exhibit "C".
20. Non-Liability of Officials and Employees of the City. No official or employee of City shall be personally liable for any default or liability under this Agreement.

21. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
22. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: IT Director Sanford Taylor
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5588
Email: staylor@citymb.info

If to Contractor:
Attn: Alexandra Jones
VectorUSA
3530 Voyager Street
Torrance, California 90503
Telephone: (310) 436-1012
Email: ajones@vectorusa.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (310) 802-5061
Email: qbarrow@citymb.info

23. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 23 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 23, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.
24. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

25. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by City without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion.
26. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.
27. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
28. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.
29. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.
30. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

31. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
32. Conflicting Provisions. All exhibits hereto are made a part hereof and incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor. In the event of a conflict between the terms and conditions of this Agreement and those of Contractor's proposal, this Agreement proper shall prevail.
33. Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.
34. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.
35. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
36. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties.
37. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach.
38. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
39. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

40. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
41. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of 30 days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
42. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.
43. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.
44. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.
45. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

SIGNATURES FOLLOW ON NEXT PAGE

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

By: _____

Name: _____

Title: _____

Contractor:

Vector Resources, Inc.,
a California Corporation dba VectorUSA

By: 

Name: Robert Messinger

Title: Executive Vice President

ATTEST:

By: _____

Name: Liza Tamura

Title: City Clerk

APPROVED AS TO FORM:

By: 

Name: Quinn M. Barrow

Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Bruce Moe

Title: Finance Director

EXHIBIT "A"

SCOPE OF SERVICES

City's network design consists of one core Cisco 4500 switch in the City's data center, which connects to Meraki MS220's (8-48p) switches located at the edge of the network in all City facilities. Contractor is responsible for establishing WAN and outdoor WiFi connectivity back to the edge Meraki equipment. There are to be no substitutions of make/model on the equipment.

Point-to-Point Wireless

VectorUSA will install and configure a total of (3) Siklu Link EH1200FX point-to-point links at the following locations within the City of Manhattan Beach:

- (1) Public Works Yard – Sand Dune Park
- (1) Peck Reservoir – Marine Ave Park
- (1) Block 35 Reservoir – Mira Costa High School Pool

Each Siklu Link will consist of (2) 2ft Antennas, PoE Injectors, PoE Surge Protectors, 256 bit Encryption, and FCC Link Registration. VectorUSA will mount the equipment to either an existing pole, or an existing building at each location with the exception of Sand Dune Park.

For the Sand Dune Park location, VectorUSA will work with the City of Manhattan Beach to erect a pole creating line of site to the Public Works Yard. This proposal includes the cost for (1) 6" x 25' steel pole.

VectorUSA will make a penetration into the building and install Cat6 cabling to the MDF/IDF. This proposal assumes that there is an open port on the existing switches within the MDF/IDF to support the antennas.

In addition, VectorUSA will ground each surge protector within the MDF/IDF for each antenna. VectorUSA assumes that there is an existing Telecommunications Main Ground Busbar (TMGB) within each IDF/MDF that can be used for surge protection on the external antennas.

This proposal assumes that there is local power in each building that can support the Siklu antennas.

Data Networking

VectorUSA will install and configure a total of (4) Meraki MS220-8P switches with 1GbE Copper SFP at the following locations:

- (1) Sand Dune Park

- (1) Marine Ave Park
- (1) MCHS Pool
- (1) Begg Pool

VectorUSA will configure the switches with a basic configuration. The basic configuration will consist of assigning an IP address, user name and password for on-line and off-line access, and set up of the default gateway.

This proposal assumes that there is an existing rack/cabinet within the MDF/IDF that will support the physical installation of the switches.

Wireless Mobility

VectorUSA will install and configure (23) Meraki MR72 Wireless Access Points. Below you will find a breakdown of where the Wireless Access Points will be installed:

Site	MR72
Live Oak Park	4
Begg Pool	1
Sand Dune Park	1
Marine Ave Park	7
Polliwog Park	4
Manhattan Heights Park	2
MCHS Pool	1
MCHS Tennis Courts	1
Peak Reservoir / Begg Pool	2

Each Wireless Access Point will receive (1) Dual-Band patch antenna. VectorUSA will install (1) Cat6 Cable to each Access Point. For the following sites, VectorUSA will use a wireless backhaul for Access Point connectivity:

- Live Oak Park
- Marine Ave Park
- Polliwog Park
- Manhattan Heights Park

The AP's will be configured using the 5 GHz radio for wireless backhaul connectivity and the 2.4 GHz for wireless connectivity.

VectorUSA will perform a survey of each site, with the client, to determine the mounting location of the access points. City of Manhattan Beach will be responsible for the power requirements.

The working hours for this project are Monday – Thursday 7:30 a.m. to 5:30 p.m. Fridays are 8:00 am to 5:00 pm, closed every other Friday (City Hall is closed on July 22).

Any work performed in relation to this Agreement will not or should not impact City's production network.

Contractor must register on behalf of City and handle corresponding paperwork with the Federal Communications Commission.

List of Required Equipment

Material Description	Mfr	Mfr PN	Units	Unit Price	Material	Hours	Labor	Total
POINT-TO-POINT								
Public Works Yard - to - Sand Dune Park								
EtherHaul-1200FX ODU with Adapter,Tx High;	Siklu	EH-1200FX-ODUHEXT	1	3,057.45	3,057.45	10.00	775.00	3,832.45
EtherHaul-1200FX ODU with Adapter,Tx Low;	Siklu	EH-1200FX-ODULEXT	1	3,057.45	3,057.45	10.00	775.00	3,832.45
EtherHaul 2 ft. antenna (FCC/ETSI) and	Siklu	EH-ANT-2FT-SET	2	1,013.63	2,027.26	10.00	775.00	2,802.26
Power unit - PoE FDD/TDD (48VDC source,	Siklu	EH-H-POE-DC-PSUTB	2	114.75	229.50	0.00	0.00	229.50
PoE Injector 60W (100-240 AC source, US AC	Siklu	EH-60W-AC-POE-US	2	105.19	210.38	0.00	0.00	210.38
Ethernet/PoE Surge Protector	Siklu	EH-SRG	2	100.23	200.46	0.00	0.00	200.46
AES Encryption Feature Option	Siklu	EH-OPT-AES	1	569.7	569.70	0.00	0.00	569.70
Link FCC Registration	Siklu	SR-FCC-REG	1	197.34	197.34	0.00	0.00	197.34
Two Hole Grounding Lug #6	CPI	40162-901	2	6.99	13.98	2.00	155.00	168.98
6 AWG THHN Stranded Green Cable Grounding	Generic	THHN-6-STR-GRN-500S	40	0.47	18.80	0.00	0.00	18.80
(1) Cat6 Indoor/Outdoor Cabling Kit	Vector		2	212.5	425.00	8.00	620.00	1,045.00
2" Rigid Conduit Pole Kit			2	79	158.00	8.00	620.00	778.00
3/4" Pathway from Pole to Building			1	937.5	937.50	0.00	0.00	937.50
3/4" Conduit Kit			20	7	140.00	4.00	310.00	450.00
25ft Pole Installation			1	6,250	6,250.00	4.00	310.00	6,560.00
Marine Ave Park - to - Peck Reservoir								
EtherHaul-1200FX ODU with Adapter,Tx High;	Siklu	EH-1200FX-ODUHEXT	1	3,057.45	3,057.45	10.00	775.00	3,832.45
EtherHaul-1200FX ODU with Adapter,Tx Low;	Siklu	EH-1200FX-ODULEXT	1	3,057.45	3,057.45	10.00	775.00	3,832.45
EtherHaul 2 ft. antenna (FCC/ETSI) and	Siklu	EH-ANT-2FT-SET	2	1,013.63	2,027.26	12.00	930.00	2,957.26
Power unit - PoE FDD/TDD (48VDC source,	Siklu	EH-H-POE-DC-PSUTB	2	114.75	229.50	0.00	0.00	229.50
PoE Injector 60W (100-240 AC source, US AC	Siklu	EH-60W-AC-POE-US	2	105.19	210.38	0.00	0.00	210.38
Ethernet/PoE Surge Protector	Siklu	EH-SRG	2	100.23	200.46	0.00	0.00	200.46
AES Encryption Feature Option	Siklu	EH-OPT-AES	1	569.7	569.70	0.00	0.00	569.70
Link FCC Registration	Siklu	SR-FCC-REG	1	197.34	197.34	0.00	0.00	197.34
Two Hole Grounding Lug #6	CPI	40162-901	2	6.99	13.98	2.00	155.00	168.98
6 AWG THHN Stranded Green Cable Grounding	Generic	THHN-6-STR-GRN-500S	40	0.47	18.80	0.00	0.00	18.80
(1) Cat6 Indoor/Outdoor Cabling Kit			2	212.5	425.00	8.00	620.00	1,045.00
2" Rigid Conduit Pole Kit			2	79	158.00	8.00	620.00	778.00
3/4" Conduit Kit			20	6.25	125.00	4.00	310.00	435.00
MCHS Pool - to - Block 35 Reservoir								
EtherHaul-1200FX ODU with Adapter,Tx High;	Siklu	EH-1200FX-ODUHEXT	1	3,057.45	3,057.45	10.00	775.00	3,832.45
EtherHaul-1200FX ODU with Adapter,Tx Low;	Siklu	EH-1200FX-ODULEXT	1	3,057.45	3,057.45	10.00	775.00	3,832.45
EtherHaul 2 ft. antenna (FCC/ETSI) and	Siklu	EH-ANT-2FT-SET	2	1,013.63	2,027.26	12.00	930.00	2,957.26
Power unit - PoE FDD/TDD (48VDC source,	Siklu	EH-H-POE-DC-PSUTB	2	114.75	229.50	0.00	0.00	229.50
PoE Injector 60W (100-240 AC source, US AC	Siklu	EH-60W-AC-POE-US	2	105.19	210.38	0.00	0.00	210.38

Ethernet/PoE Surge Protector	Siklu	EH-SRG	2	100.23	200.46	0.00	0.00	200.46
AES Encryption Feature Option	Siklu	EH-OPT-AES	1	569.7	569.70	0.00	0.00	569.70
Link FCC Registration	Siklu	SR-FCC-REG	1	197.34	197.34	0.00	0.00	197.34
Two Hole Grounding Lug #6	CPI	40162-901	2	6.99	13.98	2.00	155.00	168.98
6 AWG THHN Stranded Green Cable Grounding	Generic	THHN-6-STR-GRN-500S	40	0.47	18.80	0.00	0.00	18.80
(1) Cat6 Indoor/Outdoor Cabling Kit			2	212.5	425.00	8.00	620.00	1,045.00
2" Rigid Conduit Pole Kit			2	79	158.00	8.00	620.00	776.00
3/4" Conduit Kit			20	6.25	125.00	4.00	310.00	435.00
Sub-Total					38,073.46	164.00	12,710.00	50,783.46
DATA NETWORKING								
Sand Dune Park								
1-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-1YR	1	51.63	51.63	0.00	0.00	51.63
Cloud Managed 8 Port GigE 124W PoE Switch -	Meraki	MS220-8P-HW	1	925.57	925.57	2.00	250.00	1,175.57
1GBE SFP TX COPPER MOD	Meraki	MA-SFP-1GB-TX	1	234.15	234.15	0.00	0.00	234.15
Manne Ave Park								
Cloud Managed 8 Port GigE 124W PoE Switch -	Meraki	MS220-8P-HW	1	925.57	925.57	2.00	250.00	1,175.57
1GBE SFP TX COPPER MOD	Meraki	MA-SFP-1GB-TX	1	234.15	234.15	0.00	0.00	234.15
1-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-1YR	1	51.63	51.63	0.00	0.00	51.63
MCHS Pool								
Cloud Managed 8 Port GigE 124W PoE Switch -	Meraki	MS220-8P-HW	1	925.57	925.57	2.00	250.00	1,175.57
1GBE SFP TX COPPER MOD	Meraki	MA-SFP-1GB-TX	1	234.15	234.15	0.00	0.00	234.15
1-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-1YR	1	51.63	51.63	0.00	0.00	51.63
Begg Pool								
Cloud Managed 8 Port GigE 124W PoE Switch -	Meraki	MS220-8P-HW	1	925.57	925.57	2.00	250.00	1,175.57
1GBE SFP TX COPPER MOD	Meraki	MA-SFP-1GB-TX	1	234.15	234.15	0.00	0.00	234.15
1-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-1YR	1	51.63	51.63	0.00	0.00	51.63
Sub-Total					4,845.40	8.00	1,000.00	5,845.40
WIRELESS ACCESS POINTS								
Sand Dune Park								
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	1	1,179.27	1,179.27	4.00	310.00	1,489.27
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	1	110.63	110.63	0.00	0.00	110.63
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	1	257.39	257.39	2.00	155.00	412.39
(1) Cat6 Indoor/Outdoor Cabling Kit			1	212.5	212.50	4.00	310.00	522.50
3/4" Conduit Kit			10	7	70.00	2.00	155.00	225.00
Manne Ave Park								
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	7	1,179.27	8,254.89	28.00	2,170.00	10,424.89
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	7	110.63	774.41	0.00	0.00	774.41
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	7	257.39	1,801.73	14.00	1,085.00	2,886.73
(1) Cat6 Indoor/Outdoor Cabling Kit			1	212.5	212.50	4.00	310.00	522.50
3/4" Conduit Kit			10	7	70.00	2.00	155.00	225.00
MCHS Pool								
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	1	1,179.27	1,179.27	4.00	310.00	1,489.27
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	1	110.63	110.63	0.00	0.00	110.63
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	1	257.39	257.39	2.00	155.00	412.39
(1) Cat6 Indoor/Outdoor Cabling Kit			1	212.5	212.50	4.00	310.00	522.50
3/4" Conduit Kit			10	7	70.00	2.00	155.00	225.00
Live Oak Park								
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	4	1,179.27	4,717.08	16.00	1,240.00	5,957.08
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	4	110.63	442.52	0.00	0.00	442.52
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	4	257.39	1,029.56	8.00	620.00	1,649.56
(1) Cat6 Indoor/Outdoor Cabling Kit			1	212.5	212.50	4.00	310.00	522.50
3/4" Conduit Kit			10	7	70.00	2.00	155.00	225.00
Begg Pool								
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	1	1,179.27	1,179.27	4.00	310.00	1,489.27
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	1	110.63	110.63	0.00	0.00	110.63
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	1	257.39	257.39	2.00	155.00	412.39
(1) Cat6 Indoor/Outdoor Cabling Kit			1	212.5	212.50	4.00	310.00	522.50
3/4" Conduit Kit			10	7	70.00	2.00	155.00	225.00
Pollwog Park								
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	4	1,179.27	4,717.08	16.00	1,240.00	5,957.08
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	4	110.63	442.52	0.00	0.00	442.52
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	4	257.39	1,029.56	8.00	620.00	1,649.56
(1) Cat6 Indoor/Outdoor Cabling Kit			1	212.5	212.50	4.00	310.00	522.50
3/4" Conduit Kit			10	7	70.00	2.00	155.00	225.00

Manhattan Heights Park									
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	2	1,179.27	2,358.54	8.00	620.00	2,978.54	
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	2	110.63	221.26	0.00	0.00	221.26	
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	2	257.39	514.78	4.00	310.00	824.78	
(1) Cat6 Indoor/Outdoor Cabling Kit			1	212.5	212.50	4.00	310.00	522.50	
3/4" Conduit Kit			10	7	70.00	2.00	155.00	225.00	
MCHS Tennis Courts									
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	1	1,179.27	1,179.27	4.00	310.00	1,489.27	
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	1	110.63	110.63	0.00	0.00	110.63	
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	1	257.39	257.39	2.00	155.00	412.39	
(1) Cat6 Indoor/Outdoor Cabling Kit			1	212.5	212.50	4.00	310.00	522.50	
3/4" Conduit Kit			10	7	70.00	2.00	155.00	225.00	
Peak Reservoir/Begg Pool									
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	2	1,179.27	2,358.54	8.00	620.00	2,978.54	
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	2	110.63	221.26	0.00	0.00	221.26	
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	2	257.39	514.78	4.00	310.00	824.78	
Sub-Total					37,847.67	186.00	14,415.00	52,262.67	
Material Description									
		Mfr	Mfr PN	Units	Unit Price	Material	Hours	Labor	Total
Site Survey				1	0	0.00	40.00	3,100.00	3,100.00
Project Management				1	0	0.00	80.00	6,200.00	6,200.00
Mobilization				1	0	0.00	20.00	1,550.00	1,550.00
Documentation				1	0	0.00	8.00	620.00	620.00
80ft Articulating Boom Lift		Generic		1	2,000	2,000.00	0.00	0.00	2,000.00
40ft Articulating Boom Lift				1	6,875	6,875.00	0.00	0.00	6,875.00
Sub-Total					8,875.00	148.00	11,470.00	20,345.00	
PROJECT SUB-TOTAL					89,641.53	506.00	39,595.00	129,236.53	
SALES TAX (CA STATE)								8,067.74	
PROJECT TOTAL								137,304.27	

SCOPE OF WORK FOR ADDITIONAL OPTIONAL PRICING

Specifications for the additional wireless options surrounding the installation of a new city-wide wireless system.

Point-to-Point Wireless

As part of the original proposal, VectorUSA will install and configure a total of (3) Siklu Link EH1200FX point-to-point links. However, based on conversations with the client, the following suggestions have been included in this optional proposal:

- (1) Public Works Yard – Sand Dune Park No changes made at this location.
- (1) Block 35 Reservoir – Marine Ave Park

The original proposal has the point-to-point link starting at the Peck Reservoir and ending at Marine Ave Park. This proposal reflects the point-to-point link starting at the Block 35 Reservoir and ending at Marine Ave Park.

- (1) Block 35 Reservoir – Mira Costa High School Pool

The original proposal has the point-to-point starting at the Block 35 Reservoir and ending on a light pole by the MCHS Pool. This proposal reflects the point-to-point starting at the Block 35 Reservoir and ending at a newly constructed tower on top of the MCHS Pool Shed.

Each Siklu Link will consist of (2) 2ft Antennas, PoE Injectors, PoE Surge Protectors, 256 bit Encryption, and FCC Link Registration. VectorUSA will mount the equipment to either an existing pole, or an existing building at each location with the exception of Sand Dune Park.

For the Sand Dune Park location, VectorUSA will work with the City of Manhattan Beach to erect a pole creating line of site to the Public Works Yard. This proposal includes the cost for (1) 6" x 25' steel pole.

VectorUSA will make a penetration into the building and install Cat6 cabling to the MDF/IDF. This proposal assumes that there is an open port on the existing switches within the MDF/IDF to support the antennas.

In addition, VectorUSA will ground each surge protector within the MDF/IDF for each antenna. VectorUSA assumes that there is an existing Telecommunications Main Ground Busbar (TMGB) within each IDF/MDF that can be used for surge protection on the external antennas.

This proposal assumes that there is local power in each building that can support the Siklu antennas.

*After visiting the Block 35 Reservoir, VectorUSA discussed the usage of existing conduit pathway to the top of the water tower. If it is later verified that this existing conduit pathway can be used, the costs of new conduit pathway will be credited.

Data Networking

The original proposal has (4) Meraki MS220-8P switches with 1GbE Copper SFP's at the following locations:

- (1) Sand Dune Park (same as original)
- (1) Marine Ave Park (same as original)
- (2) MCHS Pool Shed
- (1) Begg Pool

Based on conversations with the client, VectorUSA will install and configure (3) more Meraki MS220-8P switches with 1GbE Copper or Fiber SFP's at the following locations:

- (1) MCHS Tennis Courts
- (2) Live Oak Park

Altogether, VectorUSA will install and configure (7) Meraki MS220-8P switches. Each switch includes a 5-Year Meraki Enterprise License.

VectorUSA will configure the switches with a basic configuration. The basic configuration will consist of assigning an IP address, user name and password for on-line and off-line access, and set up of the default gateway.

This proposal assumes that there is an existing rack/cabinet within the MDF/IDF that will support the physical installation of the switches.

Wireless Mobility

As part of the original proposal, VectorUSA proposed to install and configure (23) Meraki MR72 Wireless Access Points. Below you will find a breakdown of where the Wireless Access Points will be installed:

Site	MR72
Live Oak Park	4
Begg Pool	1
Sand Dune Park	1

Marine Ave Park	7
Polliwog Park	4
Manhattan Heights Park	2
MCHS Pool	1
MCHS Tennis Courts	1
Peck Reservoir / Begg	2

In addition to the access points listed above, VectorUSA is proposing the installation and configuration of (4) additional Meraki MR72 Access Points at the following locations:

Site	MR72
Live Oak Park	1
Marine Ave Park	2
MCHS Pool	1
Spares	2

Altogether, VectorUSA will install and configure (27) Meraki MR72 Wireless Access Points and provide (2) as spares. Each of the Access Points will receive a 5-Year Enterprise Cloud Controller License with the exception of the spares (27 licenses total).

VectorUSA will install (1) Cat6 Cable to each Access Point. For the following sites, VectorUSA will use a wireless backhaul for Access Point connectivity:

Live Oak Park
Marine Ave Park
Polliwog Park
Manhattan Heights Park
MCHS Pool Shed/Tennis Court

The AP's will be configured using the 5 GHz radio for wireless backhaul connectivity and the 2.4 GHz for wireless connectivity.

VectorUSA will perform a survey of each site, with the client, to determine the mounting location of the access points. Within this proposal, VectorUSA has provided multiple types of antennas to perform the backhaul functions of the wireless access points. Once the survey is complete, we will have a better understanding of which antenna will provide the best coverage.

VectorUSA has engineered the Optional Pricing section to include the additional antennas (MA-ANT-20) for Meraki Access Points (AP) needed to complete the installation.

Optional

VectorUSA is providing a budgetary price to provide power to wireless access points not powered by a switch. This budgetary price includes the labor to install conduit, wire, and outdoor enclosures on existing poles.

This price assumes that the existing power at the pole can be accessed, outdoor enclosure will be mounted no higher than 20 feet off the ground, that the available power is constant (not connected to a switch, photocell, etc.), and does not require a step down transformer.

Innovative Infrastructure

In addition to the services described in the original proposal, VectorUSA will provide and install (1) 6 strand interlocking armored fiber to the following locations at Live Oak Park:

- Joselyn Community Center to Live Oak Park Tennis Courts
- Live Oak Park Tennis Courts to Live Oak Park Multi-purpose Room

This proposal assumes that there will be an underground pathway (trenching/directional bore) to and from the following locations:

- Joslyn Community Center to Live Oak Park Tennis Courts
- Live Oak Park Tennis Courts to Live Oak Park Office
- Live Oak Park Office to Live Oak Park Multi-purpose room

This proposal also assumes that the following will be installed at the Live Oak Park Tennis Courts by others:

- 24" x 24" x 12" Nema 4 outdoor enclosure
- 2" conduit pathway from Nema 4 enclosure to underground pathway
- 120v duplex electrical outlet

At the Live Oak Park tennis courts, the Nema 4 outdoor enclosure will be used to house (1) Meraki 8-port switch, (1) 120v duplex electrical outlet, and 6-strand fiber. VectorUSA will terminate all fiber strands within this outdoor enclosure with LC connectors.

The Live Oak Park tennis court switch will be used to support a Wireless Access Point and future endeavors (additional WAP coverage, surveillance cameras, etc...)

VectorUSA will install (1) Meraki 8 port switch in the Live Oak Park Multi-Purpose Room to support the wireless mesh at Live Oak Park.

Optional Pricing

Material Description	Mfr	Mfr PN	Units	Unit Price	Material	Total
POINT-TO-POINT						
Marine Ave Park - to - Block 35 Reservoir						
3/4" Conduit Kit			40	6.25	250.00	2,342.50
Trenching			1	0	0.00	10,000.00
MCHS Pool - to - Block 35 Reservoir						
3/4" Conduit Kit			40	6.25	250.00	3,333.00
10' Tower Section	Rohn	255S010	2	478.15	956.30	2,828.30
Roof Tower Base	Rohn	25GBRM	1	1,692.89	1,692.89	2,160.89
Tower Top	Rohn	25AG2	1	218.22	218.22	686.22
Rubber Pads	Rohn	BRM6PAD	1	380.77	380.77	380.77
Safety Kit	Rohn	SCK150	1	53.84	53.84	53.84
Weights	Rohn		16	6.25	100.00	1,036.00
Sub-Total					3,902.02	22,821.52
DATA NETWORKING						
Sand Dune Park						
1-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-1YR	-1	51.63	-51.63	-51.63
5-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-5YR	1	193.6	193.60	193.60
Marine Ave Park						
1-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-1YR	-1	51.63	-51.63	-51.63
5-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-5YR	1	193.6	193.60	193.60
MCHS Pool						
Cloud Managed 8 Port GigE 124W PoE Switch - 8 Ports	Meraki	MS220-8P-HW	1	925.57	925.57	1,135.57
1GBE SFP TX COPPER MOD	Meraki	MA-SFP-1GB-TX	1	234.15	234.15	234.15
1-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-1YR	-1	51.63	-51.63	-51.63
5-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-5YR	2	193.6	387.20	387.20
Begg Pool						
1-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-1YR	-1	51.63	-51.63	-51.63
5-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-5YR	1	193.6	193.60	193.60
Live Oak Park						
Cloud Managed 8 Port GigE 124W PoE Switch - 8 Ports	Meraki	MS220-8P-HW	2	925.57	1,851.14	2,251.14
1GBE SFP SX Fiber Module	Meraki		2	392.67	785.34	785.34
5-Year Meraki MS220-8P Enterprise License	Meraki	LIC-MS220-8P-5YR	2	193.6	387.20	387.20
Sub-Total					4,944.88	5,554.88

WIRELESS ACCESS POINTS

Sand Dune Park

Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	-1	110.63	-110.63	-110.63
Enterprise Cloud Controller License 5 Year	Meraki	LIC-ENT-5YR	1	414.85	414.85	414.85

Marine Ave Park

802.11ac Wave 2 External Access Point	Meraki	MR72-HW	2	1,179.27	2,358.54	2,978.54
US MR 802.3AT POE INJ	Meraki	MA-INJ-4-US	8	109.89	879.12	879.12
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	-7	110.63	-774.41	-774.41
Enterprise Cloud Controller License 5 Year	Meraki	LIC-ENT-5YR	9	414.85	3,733.65	3,733.65
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	2	257.39	514.78	824.78
2.4GHz Sector Antenna, 11 dBi	Meraki	MA-ANT-23	3	257.39	772.17	1,237.17
5GHz Sector Antenna, 13dBi	Meraki	MA-ANT-21	3	257.39	772.17	1,237.17
Two Cisco Meraki MA-ANT 20 antennas	Cisco	MA-ANT-20	3	125	375.00	375.00

Live Oak Park

802.11ac Wave 2 External Access Point	Meraki	MR72-HW	1	1,179.27	1,179.27	1,489.27
US MR 802.3AT POE INJ	Meraki	MA-INJ-4-US	4	109.89	439.56	439.56
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	-4	110.63	-442.52	-442.52
Enterprise Cloud Controller License 5 Year	Meraki	LIC-ENT-5YR	5	414.85	2,074.25	2,074.25
Dual Band Patch Antenna, 8 / 6.5 dBi	Meraki	MA-ANT-25	1	257.39	257.39	412.39
2.4GHz Sector Antenna, 11 dBi	Meraki	MA-ANT-23	2	257.39	514.78	824.78
5GHz Sector Antenna, 13dBi	Meraki	MA-ANT-21	2	257.39	514.78	824.78
Two Cisco Meraki MA-ANT 20 antennas	Cisco	MA-ANT-20	1	125	125.00	125.00

Begg Pool

Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	-1	110.63	-110.63	-110.63
Enterprise Cloud Controller License 5 Year	Meraki	LIC-ENT-5YR	1	414.85	414.85	414.85

Poliwog Park

US MR 802.3AT POE INJ	Meraki	MA-INJ-4-US	4	109.89	439.56	439.56
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	-4	110.63	-442.52	-442.52
Enterprise Cloud Controller License 5 Year	Meraki	LIC-ENT-5YR	4	414.85	1,659.40	1,659.40
2.4GHz Sector Antenna, 11 dBi	Meraki	MA-ANT-23	2	257.39	514.78	824.78
5GHz Sector Antenna, 13dBi	Meraki	MA-ANT-21	2	257.39	514.78	824.78

Manhattan Heights Park

US MR 802.3AT POE INJ	Meraki	MA-INJ-4-US	2	109.89	219.78	219.78
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	-2	110.63	-221.26	-221.26
Enterprise Cloud Controller License 5 Year	Meraki	LIC-ENT-5YR	2	414.85	829.70	829.70
2.4GHz Sector Antenna, 11 dBi	Meraki	MA-ANT-23	1	257.39	257.39	412.39
5GHz Sector Antenna, 13dBi	Meraki	MA-ANT-21	1	257.39	257.39	412.39

MCHS Pool/Tennis Courts

802.11ac Wave 2 External Access Point	Meraki	MR72-HW	1	1,179.27	1,179.27	1,489.27
US MR 802.3AT POE INJ	Meraki	MA-INJ-4-US	2	109.89	219.78	219.78
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	-2	110.63	-221.26	-221.26
Enterprise Cloud Controller License 5 Year	Meraki	LIC-ENT-5YR	3	414.85	1,244.55	1,244.55
2.4GHz Sector Antenna, 11 dBi	Meraki	MA-ANT-23	2	257.39	514.78	514.78
5GHz Sector Antenna, 13dBi	Meraki	MA-ANT-21	2	257.39	514.78	514.78
(1) Cat6 Indoor/Outdoor Cabling Kit			-1	212.5	-212.50	-522.50
3/4" Conduit Kit			-10	7	-70.00	-225.00

Peak Reservoir/Begg Pool						
US MR 802.3AT POE INJ	Meraki	MA-INJ-4-US	1	109.89	109.89	109.89
Enterprise Cloud Controller License 1 Year	Meraki	LIC-ENT-1YR	-2	110.63	-221.26	-221.26
Enterprise Cloud Controller License 5 Year	Meraki	LIC-ENT-5YR	2	414.85	829.70	829.70
Spare						
802.11ac Wave 2 External Access Point	Meraki	MR72-HW	2	1,179.27	2,358.54	2,358.54
Sub-Total					24,177.24	27,897.24
INNOVATIVE INFRASTRUCTURE						
Live Oak Park						
6 Fiber 50/125um OM3 Interlocking Armored Plenum Fiber	Corning	006T8P-31180-A3	950	2.75	2,612.50	3,852.50
1U Rack Mount Fiber Enclosure	Corning	CCH-01U	2	206.25	412.50	490.00
Single Panel Housing	Corning	SPH-01P	2	61.25	122.50	200.00
6 Port LC Multi Mode 50/125 10G Ceramic Insert Coupler Panel	Corning	CCH-CP06-E4	4	50.63	202.52	280.02
LC 10G 50/125 Multi Mode Anaerobic Connector Aqua	Corning	95-051-98-SP-X	24	4.5	108.00	573.00
Testing & Labeling - Fiber			12	0.32	3.84	158.84
Sub-Total					3,461.86	5,554.36
GENERAL CONDITIONS						
80ft Articulating Boom Lift	Generic		1	6,050	6,050.00	6,050.00
Sub-Total					6,050.00	6,050.00
PROJECT SUB-TOTAL					42,536.00	67,878.00
SALES TAX						3,828.24
PROJECT TOTAL						71,706.24

Original Proposal Total: \$137,304.27
Optional Proposal Total: \$71,706.24
Grand Total: \$209,010.51

Installation Procedure

VectorUSA will establish a project team comprised of several individuals with relevant knowledge and experience. An experienced Project Manager/Coordinator will head the project team to ensure the project is on schedule and within budget.

In addition to the core project team, VectorUSA has over 350 employees with a full range of specialties that can be utilized to assist in the project as needed. Among these employee resources are VectorUSA's quality control officials who will visit the project site throughout the duration of the project to ensure that the highest quality installation practices are being used.

VectorUSA recommends that the client create its own project team prior to the project's implementation. This team will work in conjunction with VectorUSA's team to determine the implementation schedule, establish policies and procedures, and decide how best to handle the distribution of information to client's staff members, technical issues, training, device management and maintenance, and system maintenance.

Codes and Standards

All work performed on this project will be installed in accordance with IEEE 802.11 installation guidelines, the current edition of the NEC, NESC, Bicsi Telecommunications Distribution Methods Manual (TDMM), BICSI Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards, along with all state/local codes and ordinances.

EXHIBIT "B"

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

- A. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- B. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Agreement.
- C. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
- D. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
- E. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- F. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

- G. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
- H. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- I. Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, Contractor shall immediately notify City.
- J. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- K. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- L. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.**
- M. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.**

EXHIBIT "C"

INSURANCE REQUIREMENTS FOR CONTRACTORS

- A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
- (1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
 - (2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A(1) of this Exhibit "C".
 - (3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.
- B. Acceptability of Insurers. The insurance policies required under this Exhibit "C" shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Exhibit "C".
- C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.
- D. Primary and Non-Contributing. The insurance policies required under this Exhibit "C" shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

- E. Contractor's Waiver of Subrogation. The insurance policies required under this Exhibit "C" shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.
- F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Exhibit "C" during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Exhibit "C" is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Exhibit "C" in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Exhibit "C", City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.
- I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Exhibit "C". The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.
- J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full

performance of Contractor's duty to indemnify City under Section 18 of this Agreement.

- K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Exhibit "C".



VECTRES-01

VALLESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 License # 0E67768 IOA Insurance Services 130 Vantis Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Cheryl Perkovich		
	PHONE (A/C, No, Ext): (949) 297-5534 52029	FAX (A/C, No):	
	E-MAIL ADDRESS: Cheryl.Perkovich@ioausa.com		
INSURED Vector Resources, Inc. 3530 Voyager Street Torrance, CA 90503	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty Insurance Company of America		19046
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	6306H947178	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY Comp/Coll Ded \$1000	X	X	BA6H947178	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP6H947178	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	HJUB7H054141	11/01/2016	11/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Manhattan Beach is included as Additional Insured with respect to General Liability (per form #CGD417)- Blanket Additional Insured - on a Primary and Non-Contributory basis (per form #CGD425) as Required by Written Contract. Waiver of Subrogation applies as respects General Liability (per form #CGD417), Auto Liability (per form #CAT353), and Workers Compensation (per form #WC040306).

CERTIFICATE HOLDER

CANCELLATION

City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, CA 90266	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

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

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. Limitations and exclusions may apply to these coverages. 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.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|--|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a.**, **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"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 any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to 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.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

- 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:
- 6. Subject to 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 on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

- 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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";

- 5. The following is added to 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.

- 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

- 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for 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.

- 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- 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.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to 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 first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "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 is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

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

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- 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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising 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 lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

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

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part 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" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

Any person or organization that is a vendor 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" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which 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 vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

COMMERCIAL GENERAL LIABILITY

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. 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 or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You 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 injury" or "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.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 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, and will be the higher of:
(a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. 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.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the 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 trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or 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;

COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust; or

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

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 Paragraphs 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.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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.

S. 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" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional 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 additional insured which covers such additional 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 is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

PROVISIONS

1. The following is added to Paragraph A.1.c., **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 between you and that person or organization, 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 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, 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.

Do not add this form to a policy. It is for informational purposes only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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 the 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. Limitations and exclusions may apply to these coverages. 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. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. 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 by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for 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.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

(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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 03 06 (01) —

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT-CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE _____ % OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

DATE OF ISSUE: - - -

ST ASSIGN: