

**AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH
AND W.A. RASIC CONSTRUCTION COMPANY, INC.**

The following contract ("Contract") is by and between the City of Manhattan Beach, a California municipal corporation ("City"), and W.A. Rasic Construction Company, Inc., a California corporation ("Contractor"). Contractor's license number is 368761, Class A and Class C34. Contractor's DIR registration number is 1000000649. The date the City Manager executes this Agreement shall be the date this Agreement becomes effective ("Effective Date").

City and Contractor are referred to herein as the "Parties."

In consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties agree as follows:

1. **GENERAL SCOPE OF WORK; TERM; TERMINATION:** Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for On-Call Construction and Repair Services (the "Work") as more particularly described in the Scope of Work and Fee Schedule attached hereto as **Exhibit A**. The Scope of Work for each on-call project shall be set forth in writing in an executed Individual Project Order ("IPO") to be approved by City in writing before any Work will be initiated. Each IPO shall also contain an estimated cost for the project along with a not-to-exceed amount, which includes labor, materials, and expenses. All Work is to be performed in a good and workmanlike manner and in accordance with any further written instructions, if any, of the Director of Public Works or her designated representative. The term of this Agreement shall commence upon the Effective Date and, unless terminated as provided herein, shall continue until June 30, 2028. The City Manager or the designee may extend the time of performance in writing for two (2) additional one-year terms, or such other term not to exceed two (2) years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six (6) months or until renewed, terminated, or awarded to a new contractor, whichever is less.

City may terminate this Contract, without cause, at any time by providing Contractor with not less than ten days' prior written notice. Provided Contractor is not then in breach, Contractor will be paid for work satisfactorily completed and for all deliverables received.

2. **TIME OF COMPLETION; LIQUIDATED DAMAGES.** Notwithstanding any other provision of this Contract, the completion date for this Work shall be on or before June 30, 2028 ("Completion Date"), as set forth in the IPO for the individual project. Additionally, there shall be two one-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms

and conditions for a maximum period not to exceed six months or until renewed, terminated, or awarded to a new contractor, whichever is less.

3.

X APPLICABLE – or – NOT APPLICABLE

Contractor agrees to the assessment of liquidated damages in the amount of \$250 for each calendar day, the work remains incomplete beyond the Completion Date. City may deduct the amount thereof from any monies due or that may become due Contractor under this Contract. Progress payments made after the scheduled Completion Date shall not constitute a waiver of liquidated damages. INCORPORATION OF STANDARD SPECIFICATIONS. The 2018 edition of “Standard Specifications for Public Works Construction” (“Standard Specifications”) is incorporated herein by this reference. In the event of any conflict between this Contract and the Standard Specifications, the provisions of this Contract shall control.

4. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: All Exhibits attached hereto are incorporated herein by reference. The documents, payment bond, City insurance requirements, together with this written Contract (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the Parties as to the subject matter of this Contract. In the event of any conflict between this Contract and any Exhibit hereto, the provisions of this Contract shall control.
5. PAYMENT: Terms of payment and other applicable terms and conditions are listed in **Exhibit A**. City shall pay to Contractor for furnishing the material and doing the prescribed work according to the unit prices and/or lump sum set forth in **Exhibit A**. In no event shall Contractor be paid more than \$74,900 (the “Maximum Compensation”).
6. RETENTION: Five percent (5%) of any progress payment will be withheld as retention. City shall withhold not less than five percent (5%) of the Maximum Compensation from the final payment until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not later than the period permitted by Public Contract Code Section 7107. In accordance with Public Contract Code Section 22300, and at the request and expense of Contractor, substitution of securities equivalent to the amount withheld is permitted. No such substitutions shall be accepted until all related documents are approved by the City Attorney.
7. INSURANCE: Contractor shall not commence work under this Contract until it has obtained insurance with the minimum required limits and coverage as specified in **Exhibit B** – City Insurance Requirements, in a company or companies acceptable to City. Contractor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall provide evidence of the required insurance to City’s Risk Manager as specified in **Exhibit B**.

8. **PREVAILING WAGES:** Notwithstanding any statement to the contrary in Contractor’s proposal or quote, City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The document titled “Labor Code and Prevailing Wage Requirements” is attached hereto as **Exhibit C**. Contractor shall comply with all provisions of **Exhibit C**.

9. **BONDS.**

a. **PAYMENT BOND:** X REQUIRED – or – NOT REQUIRED

Contractor shall obtain and submit a signed and notarized copy to City of a payment bond in an amount that is not less than 100% of the Maximum Compensation, and nothing in this Agreement shall excuse this requirement. The required Payment Bond (Labor and Materials) form is attached hereto as **Exhibit D**.

b. **PERFORMANCE BOND:** NOT REQUIRED

10. **RESOLUTION OF DISPUTES:** In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in Contractor’s cost of or time required for performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the Parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor will keep accurate, detailed records of all disputed work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. Manhattan Beach Municipal Code Chapter 2.56, governing claims and actions against City, shall govern the procedures of the claim process, and the provisions of Manhattan Beach Municipal Code Chapter 2.56 are hereby incorporated herein.

All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act and Municipal Code Chapter 2.56 as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

11. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

a. Indemnities.

- 1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' passive negligence, except for Liabilities arising from the sole or active negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties. In instances where the Indemnitees are shown to be actively negligent or to have engaged in willful misconduct, and where such active negligence or willful misconduct by Indemnitees accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence or willful misconduct of the Indemnitees, as determined by judicial court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel consented to by the Indemnitees in writing, which consent shall not be unreasonably withheld, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.
- 2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship

created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

b. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Contract, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

c. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

d. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

12. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of age, disability, race, color, religion, sex, sexual orientation or national origin of such persons, and every Contractor for

public works violating this Section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of that Code.

13. **LICENSES:** Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.

Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the work. Pursuant to Public Contract Code Section 3300 and at all times during the term of this Contract, Contractor shall possess a Class A, General Engineering, and Class C34, Pipeline California contractor's license.

Contractor has investigated and will ensure that any subcontractor possesses a valid specialty trade license in its trade as required by law.

14. **WARRANTY.** The warranty applicable to the Work pursuant to this Contract shall be as set forth in:

A. Section 3-13.3 of the Standard Specifications.

B. Exhibit A.

15. **ANTITRUST CLAIMS:** Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the Parties.

16. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCT:** All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Contract ("Written Products") shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products.

Contractor hereby assigns to City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in City pursuant to the paragraph directly above.

Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Contract, and that City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, State or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Contract. In the event the use of any of the Written Products or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at his or her expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. This covenant shall survive the termination of this Contract.

Upon termination, abandonment or suspension of the project, Contractor shall deliver to City all Written Products and other deliverables related to the project. If Contractor prepares a document on a computer, Contractor shall provide City with that document both in a printed format and in an acceptable electronic format.

17. **THIRD-PARTY CLAIM:** Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Contract. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).
18. **INDEPENDENT CONTRACTOR:** Contractor is and shall at all times remain, as to City, a wholly independent contractor. The personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's employees except as set forth in this Contract, and Contractor is free to dispose of all portions of its time and activities which it is not

obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees, and Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

- 19. **ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Contract or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null and void; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.
- 20. **GOVERNING LAW AND VENUE:** Should either party to this Contract bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State, excluding California's choice of law rules. Venue for any such action relating to this Contract shall be in the Los Angeles County Superior Court.
- 21. **ATTORNEYS' FEES:** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with this Contract, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.
- 22. **NOTICES:** Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to City shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to City at the address stated below, or at such other address as City may hereafter notify Contractor in writing as aforementioned:

TO CITY:

TO CONTRACTOR:

City of Manhattan Beach
Gilbert Gamboa, Acting Public Works
Director
3621 Bell Avenue
Manhattan Beach, California 90266

W.A. Rasic Construction Company, Inc.
Peter L. Rasic, President
4150 Long Beach Boulevard
Long Beach, California 90807
prasic@warasic.com
(562) 928-6111

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
qbarrow@rwglaw.com

If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, State, religious, County of Los Angeles or City holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

23. **EXHIBITS:** All Exhibits constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.
24. **ENTIRE AGREEMENT:** This Contract, including any other documents incorporated herein by reference, represents the entire integrated agreement between City and Contractor and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. This Contract may only be modified or amended, or provisions or breach may be waived, by written agreement signed by both Parties. The provision of this Contract shall govern over any inconsistent provisions contained in any Exhibit.
25. **NON-WAIVER OF TERMS, RIGHTS AND REMEDIES:** Waiver by either party of any one or more of the conditions of performance under this Contract shall not be a waiver of any other condition of performance under this Contract. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

26. SEVERABILITY: Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any term or portion of this Contract is determined by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remaining provisions of this Contract shall nevertheless continue in full force and effect and shall in no way be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

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

City:

Contractor:

City of Manhattan Beach,
a California municipal corporation

W.A. Rasic Construction Company, Inc.,
a California corporation

Signed by:
By: Talyn Mirzakhanian, City Manager
Name: Talyn Mirzakhanian
Title: City Manager
Date: 12/29/2025

Signed by:
By: Peter L. Rasic
Name: Peter L. Rasic
Title: President
Date: 12/23/2025

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
Name: Liza Tamura
Title: City Clerk
Date: 12/30/2025

Signed by:
By: Walter A. Rasic
Name: Walter A. Rasic, Jr.
Title: Vice President/Secretary
Date: 12/23/2025

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
Name: Quinn M. Barrow
Title: City Attorney
Date: 12/29/2025

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FISCAL IMPACT:

Signed by:
By: Libby Bretthauer, Finance Director
Name: Libby Bretthauer
Title: Finance Director
Date: 12/24/2025

APPROVED AS TO CONTENT:

Signed by:
By: Gilbert Gamboa, Acting Public Works Director
Name: Gilbert Gamboa
Title: Acting Public Works Director
Date: 12/23/2025

Exhibit A

SCOPE OF WORK AND FEE SCHEDULE

Under the direction of the Public Works Director or designee, Contractor shall furnish and provide on-call water, wastewater and stormwater infrastructure construction and repair services outlined below. Contractor shall provide labor, materials, tools, and equipment required to perform these services. All work shall comply with State Water Resources Control Board regulations, AWWA standards, APWA standards, and City of Manhattan Beach standards. Contractor warrants that all goods and services provided under this Agreement will be free from defects in material and workmanship and will conform to the requirements of the Agreement. Any defective goods or services will be corrected or replaced by the Contractor at no additional cost to the City within the warranty period specified. This warranty shall remain in effect for one (1) year from each project completion date, unless a longer period is specified in the Agreement or by law.

Contractor guarantees the work shall be performed in accordance with the Scope of Work specified in the Individual Project Order (IPO) and to City's full satisfaction and accordance with all relevant codes and regulations.

Upon City request, each request for non-emergency services will be set forth in writing in an executed Individual Project Order (IPO) to be approved by City in writing before any work, billing, or demand for payment will be initiated. Each IPO shall contain an estimated cost for the services along with a Not-to-Exceed amount, which shall include all material, labor, tools, and expenses. If the scope of work changes or the cost of the engagement exceeds the Not-to-Exceed amount, then Contractor shall obtain written permission or an amendment to the IPO. Emergency work may proceed without a written order due to urgency, if applicable and approved by the Public Works Director or designee.

In no event shall any one project cost exceed Seventy-Five Thousand Dollars (\$75,000), pursuant to the Public Contract Code.

Contractor shall perform the Scope of Work in a manner satisfactory to the City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Contractor must be made in writing and approved by both parties. Both parties must agree to the cost of any change in the Scope of Work.

Contractor's On-call Services include, but are not limited to the following:

1. Infrastructure Covered

- **Potable Water:**
 - 140 miles of pipeline (2" to 45")
 - 13,700 service connections
 - Four (4) booster pump stations (580 GPM to 1,200 GPM)

- Greensand filtration plant
- Three (3) reservoirs (0.3 MG to 8 MG)
- 709 fire hydrants
- 1,800 water valves
- Three (3) Interagency connections
- **Wastewater:**
 - 82 miles of pipe
 - 2,086 manholes
 - Eight (8) lift stations
- **Stormwater:**
 - 21 miles of piping (2" to 72")
 - 808 catch basins
 - Two (2) pump stations
 - Three (3) infiltration basins
 - Three (3) retention basins
 - Ten (10) continuous deflection systems units

2. Services

- **Construction and Repair:** Perform construction and repair work on the listed infrastructure and appurtenances, in accordance with all applicable safety regulations and protocols.
- **Emergency Response:** Respond to emergency service calls 24/7/365 for water main breaks, failing pipes, and other critical situations, prioritizing the safety of workers and the public during emergency response.
- **Street and Ancillary Repairs:** Complete any necessary street or other ancillary repairs related to the primary work.

3. Service Response

- **Planned Service:**
 - Response Time: Contractor shall respond to planned service requests within three (3) business days to coordinate scheduling.
 - Work Hours: Performed during regular daytime hours (6:30 AM to 5:00 PM).
- **Emergency Service:**
 - Response Time:
 - Phone Contact: Establish phone contact with City staff within one (1) hour of notification.
 - On-Site Arrival: Respond to the service call on-site within a maximum of three (3) hours of initial phone contact.
 - Pre-Work Steps: Upon arrival, contact 811 for USA markings and utilize a hydro-excavation unit if deemed necessary.
 - Work Authorization: Proceed with repairs per City staff or crew direction.

4. Contractor Responsibilities

The Contractor shall furnish all labor, equipment, tools, and materials to complete the requested service. This includes but is not limited to:

- Qualified personnel
- All necessary vehicles
- Pipes, couplings, and other construction materials that are not in the City's inventory
- Backfill materials
- Any other items required for repairs or replacements

5. Materials Procurement

A markup percentage for materials used in the performance of the Agreement shall not exceed 15% (excluding shipping and tax). Additionally, the City shall have the option to purchase materials directly at cost plus the Contractor's markup rate.

CONTRACTOR'S FEE SCHEDULE

Rates are effective through June 30, 2026. After that date, the Contractor may propose a new billing rate, subject to a maximum increase of three (3) percent. Any such adjustment shall be subject to review and approval by the City, in its sole discretion. The Contractor shall provide the City with written notice of the proposed rate increase at least thirty (30) days in advance.

CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME	CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
CARPENTERS					PROJECT MANAGEMENT				
General Foreman	CAGF	125.22	166.06	207.23	Senior Project Manager	PMSR	310.62	419.29	528.28
Foreman	CAFM	122.23	161.64	201.37	Project Manager	PMPM	173.24	235.40	295.72
Journeyman	CAJM	117.75	155.00	192.57	Assistant Project Manager	PMAS	150.20	174.69	251.96
Apprentice 8th Period (90%)	CAA8	109.95	143.44	177.25	Superintendent	PMSP	195.91	252.85	310.10
CEMENT MASONS					Project Engineer 1	PEG1	98.37	111.34	156.10
Foreman	CMFM	116.34	152.48	188.95	Project Engineer 2	PEG2	106.69	142.34	176.15
Journeyman Commercial	CMJC	111.86	145.84	180.16	Project Engineer 3	PEG3	112.06	146.95	182.17
Journeyman Light Commercial	CMJL	103.25	135.11	167.28	Project Engineer 4	PEG4	140.31	186.47	232.96
Floating & Troweling Machine Operator	CMFT	113.36	148.06	183.08	Project Administrator	PADM	65.34	88.80	112.58
Apprentice 8th Period (90%)	CMA8	104.74	135.29	166.17	TEAMSTERS				
LABORERS					Foreman	TDFM	115.80	147.92	179.42
General Foreman	LAGF	117.77	155.66	193.88	GR 1 - Warehouseman	TDG1	110.52	140.11	170.02
Foreman	LAFM	114.79	151.24	188.01	GR 2 - 2 Axle Vehicle	TDG2	110.75	140.44	170.46
Group 1 - General, Flagman	LAG1	107.84	140.95	174.38	GR 3 - 3 Axle Vehicle, 2 Axle Water Truck	TDG3	110.94	140.73	170.85
Group 2 - Chute Man	LAG2	108.66	142.16	175.99	GR 4 - Transit Mix Truck 3 CUYD max	TDG4	111.23	141.15	171.40
Group 3 - Pipelayer Backup Man	LAG3	109.48	143.38	177.59	GR 5 - Water Truck 3 Axle or more	TDG5	111.27	141.22	171.49
Group 4 - Pipelayer	LAG4	111.80	146.81	182.15	GR 6 - Dump Truck 16 to 25 CUYD	TDG6	111.32	141.29	171.58
Group 5 - Blaster, Driller	LAG5	112.32	147.59	183.17	GR 7 - Forklift Driver	TDG7	111.69	141.84	172.31
Apprentice 6th Period (85%)	LAA6	86.84	116.76	147.01	GR 8 - Dump Truck 25 to 49 CUYD	TDG8	112.06	142.39	173.05
OPERATING ENGINEERS					GR 9 - Low Bed Driver - 9 Axles or over	TDG9	112.36	142.83	173.63
General Foreman	OEGF	152.68	203.62	254.90	GR10 - Pipeline & Utility Working Truck Driver	TDG10	112.81	143.50	174.51
Foreman	OEFM	149.69	199.20	249.03	GR11 - Water Truck over 12,000 gallons	TDG11	113.56	144.60	175.98
Group 1 - Oiler	OEG1	142.38	188.38	234.69	GR12 - Boom Truck Operator 17,000 Pounds & above	TDG12	114.20	145.56	177.24
Group 2 - Trenching Machine Oiler	OEG2	143.55	190.10	236.98	Apprentice 6th Period (95%)	TDA6	97.64	126.78	156.24
Group 3 - Skid Steer Loader	OEG3	143.98	190.74	237.83	UA Welders/Pipefitters Local 250 Shortline				
Group 4 - Trencher, Excavator Mini	OEG4	146.21	194.04	242.20	Welder Foreman	WLFM	144.08	196.26	245.53
Group 5 - Equipment Greaser	OEG5	146.36	194.26	242.49	Welder Journeyman	WLJM	136.26	184.69	230.42
Group 6 - Rubber Tired Earth Moving to 25 CUYD	OEG6	146.54	194.53	242.85	Welder Helper Metal Trades	WLMT	86.54	112.86	136.72
Group 7 - Welder	OEG7	146.69	194.75	243.14					
Group 8 - Universal	OEG8	146.70	194.77	243.17					
Group 8B - Crane up to 25 tons (Appendix B)	OEB8	147.13	195.41	244.02					
Group 9 - Heavy Duty Repairman	OEG9	144.57	192.71	241.18					
Group 9B - Crane 25 to 50 tons (Appendix B)	OEB9	147.39	195.79	244.52					
Group 10 - Motor Patrol - Blade, Track Loader over 6.5 CUYD	OEG10	146.88	195.04	243.52					
Group 11 - Welder - Certified	OEG11	147.03	195.26	243.81					
Group 12 - Excavator 100,000 to 200,000 Pounds	OEG12	147.13	195.41	244.02					
Group 16 - Excavator over 200,000 Pounds	OEG16	147.63	196.14	244.99					
Apprentice Group 8 - Appdx A, Step 6 (90%)	OEA6	136.50	179.66	223.15					

Apprentice Rates: Apprentice rates listed above are for the highest classification prior to journeyman full scale rates. Billing for apprentices will be based on actual classification(s) noticed.

Boundaries of Southern California Cost Plus Rates: Consist of the eleven (11) counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Catalina Island, San Clemente Island, San Miguel Island, Santa Barbara Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument. Rate Scale does not include San Diego County.

Markup: Material, subcontractors, subsistence, outside rentals (including fuel costs) etc., will be billed cost, plus sales tax as applicable, plus mark-up of 15%.

Overtime Rates: Shift(s) shall be paid per union agreement(s).

Subsistence: Lodging & meals for management, superintendents & general foremen will be billed at actual costs, plus mark-up at 15%

Travel Time: Billing time will start once employees are dispatched and end upon their return to the company facility.

USA Notification: Client is responsible for Underground Service Alert (USA) notification for all emergency work.

NOTE: All wage scales presented herein are subject to change without notice. This document does not include all labor classifications. Additional labor classifications are available upon request. Some work areas may be subject to special wage agreements, if applicable, fees will be billed accordingly.

<u>Air Compressors</u>	Hourly Rate
Air Compressor - 13 HP (Truck Mounted)	\$9.12
Air Compressor - 185 CFM w/ tools & hoses	\$39.90

<u>Asphalt Paving Equipment</u>	Hourly Rate
Asphalt Spreader Box (variable width)	\$6.84
Propane Torch - Portable	\$5.70
Roller - 24" Width Walk Behind Type	\$27.36
Roller - 30" Width Walk Behind Type	\$29.64
Roller - 36" Width Walk Behind Type	\$31.92
Roller - Asphalt Vibratory Dual Drum Smooth Type – 3 to 5 Ton	\$57.00
Tack Sprayer / Emulsion Pot (220 Gallon Capacity)	\$20.52

<u>Backhoes</u>	Hourly Rate
Backhoe – Case 590 Super M 4X4	\$91.20
Backhoe – Case 590 Super SN 4X4	\$96.90
Backhoe – CAT 430 E 4x4	\$93.48
Backhoe – CAT 430 4x4 / 430 F2 4x4	\$102.60
Backhoe – CAT 450 F 4x4	\$131.10

<u>Backhoe Attachments</u>	Hourly Rate
Auger Drill for Backhoe - 12" Diameter (Max Depth 8')	Daily Rate \$205.20
Auger Drill for Backhoe - 24" Diameter (Max Depth 8')	Daily Rate \$285.00
Compaction Wheel for Backhoe – 12" or 18" Wide	\$11.40
Hydraulic Breaker 1,000 LB for Backhoes	\$57.00

<u>Boring Equipment</u>	Hourly Rate
Accu-Punch Bore Mole 2" diameter	\$26.22
Accu-Punch Bore Mole 3" diameter	\$31.92
Accu-Punch Bore Mole 4" diameter	\$39.90
Accu-Punch Bore Mole 5 ¾" diameter	\$62.70
Recon Bore Motor - Ingersol Rand Model 44 (Air Driven)	\$12.54

<u>Compaction Equipment</u>	Hourly Rate
Tamp / Powder Puff - Air Driven	Daily Rate \$30.78
Vibratory Soil Plate Compactor 34" Wide (for CAT 320/330/325 & JD 200/225 Excavator)	\$29.64
Vibratory Plate 24" (Walk Behind)	Daily Rate \$125.40
Wacker (Jumping Jack)	Daily Rate \$125.40

<u>Concrete Equipment</u>	Daily Rate
Concrete Mixer – 1/3 CUYD Capacity (Tow Behind)	\$102.60
Concrete Saw – Walk Behind	Hourly Rate \$68.40

Concrete Equipment (Continued)

Daily Rate

Concrete Vibrator (Electric)	\$114.00
Concrete Washout Bin (5.25 CUYD Capacity)	\$85.50

Confined Space & Safety Equipment

Daily Rate

Air Supply System - Allegro	\$285.00
Air Cart w/ 60 Min. Bottles	\$182.40
Stretcher Basket w/ Buckles	\$85.50
Gas / Oxygen Monitor	\$114.00
Harness – Full Body Type	\$17.10
Lanyard Retractable Type - 30' Length (Yo-Yo)	\$39.90
Manhole Blower – 4,130 CFM (Gas Powered)	\$85.50
S.C.B.A. 5 Min. (Scott SKA-PAK 2.2-3.0)	\$85.50
Tripod w/ Winch	\$91.20
Velometer (Air Flow Measuring Device)	\$114.00
Vent Blower Trailer Mounted (12,000 CFM)	Hourly Rate \$34.20
Vent Blower Trailer Mounted (25,000 CFM)	Hourly Rate \$51.30

Drill Rigs

Hourly Rate

Mobilram – ABI TM 18/22B (83' Height – 148,000 LBS)	\$706.80
Mobilram – Bauer RG 19 T (72' Height – 107,800 LBS)	\$684.00

Excavators

Hourly Rate

Excavator – CAT 308 CR (20,077 LBS)	\$68.40
Excavator – CAT 320 CLU (51,750 LBS)	\$148.20
Excavator – CAT M322 D - Wheeled (51,809 LBS)	\$182.40
Excavator – CAT 330 D (79,700 LBS)	\$228.00
Excavator – CAT 335 (79,900 LBS)	\$267.90
Excavator – CAT 335 F (84,604 LBS) – Zero Swing	\$279.30
Excavator – CAT 336 EL (86,796 LBS)	\$290.70
Excavator – CAT 345 CL (100, 810 LBS)	\$307.80
Excavator – CAT 349 (105,200 LBS)	\$313.50
Excavator – CAT 385 CL (187,360 LBS)	\$456.00
Excavator – Hitachi 470GLC (112,916 LBS)	\$313.50
Excavator – John Deere 225CLC (53,936 LBS)	\$148.20
Excavator – Komatsu PC 1250 LC-8 (249,560 LBS)	\$741.00
Excavator – LiuGong 906C (13,228 LBS)	\$57.00

Excavators – Mini

Hourly Rate

Excavator – Bobcat E50 (11,876 LBS)	\$46.74
Excavator – CAT 303 E (7,782 LBS)	\$44.46

<u>Excavators – Mini (Continued)</u>	Hourly Rate
Excavator – CAT 305 CR (12,469 LBS)	\$57.00

<u>Excavator Attachments</u>	Hourly Rate
Bedding Conveyor 30" Wide w/ 8 CUYD Capacity Hopper Felco (for CAT 385 CL)	\$25.08
Concrete Pulverizer Jaw Type 6,300 LB (for CAT 345 CL)	\$79.80
Compaction Wheel 24" Wide (for CAT 308 CR)	\$11.40
Compaction Wheel 36" Wide (for CAT 320 CLU to CAT 330 EL)	\$13.68
Compaction Wheel 45" Wide (for CAT 305 CR to CAT 308 CR)	\$15.96
Hydraulic Breaker 1,000 LBS (for CAT 305 to 308)	\$57.00
Hydraulic Breaker 4,000 LBS (for CAT 320 CLU to CAT 335 F)	\$114.00
Hydraulic Breaker 6,000 LBS (for CAT 336 EL)	\$182.40
Hydraulic Breaker 10,000 LBS (for CAT 345 CL)	\$296.40
Hydraulic Breaker 15,000 LBS (for Komatsu PC1000)	\$364.80
Vibratory Hammer ABI HVR100Z - 4,585 LBS (for CAT 335 to CAT 336 EL)	\$85.50

<u>Fusion</u>	Hourly Rate
Fusion Machine for HDPE – 4" Diameter Max (McElroy Pit Butt Fusion)	\$28.50
Fusion Machine for HDPE – 2" Diameter Max (Socket Fusion)	\$11.40

<u>Generators</u>	Hourly Rate
Generator 5 KW (Truck Mounted)	\$11.40
Generator 25 KW	\$28.50

<u>Lifts</u>	Hourly Rate
Forklift – Hyster w/ 5,000 LB Lift Capacity	\$51.30
Forklift – Clark w/ 8,000 LB Lift Capacity	\$68.40
Forklift – Hyster w/ 15,500 LB Lift Capacity	\$85.50
Telehandler – CAT TL1255D, (34,361 LBS w/ 12,000 LBS Lift Capacity)	\$136.80

<u>Loaders</u>	Hourly Rate
Loader – CAT 950 GC (41,554 LBS)	\$205.20
Loader – CAT 950 H (44,435 LBS)	\$205.20
Loader – CAT 950 M (42,357 LBS)	\$222.30
Loader – CAT 966 M (51,176 LBS)	\$267.90
Loader – John Deere 544J (30,459 LBS)	\$119.70

<u>Loaders – Skid Steer</u>	Hourly Rate
Skid Steer Loader – CAT 259 D3 (8,987 LBS)	\$79.80
Skid Steer Loader – CAT 262 C2 (7,968 LBS)	\$79.80
Skid Steer Loader – CAT 262 D (8,011 LBS)	\$70.00
Skid Steer Loader – CAT 272 D2 XHP (9,255 LBS)	\$82.08

Loaders – Skid Steer (Continued)

Hourly Rate

Skid Steer Loader – CAT 279 D3 (10,095 LBS)	\$83.22
Skid Steer Loader – CAT 289 D3 (10,688 LBS)	\$85.50

Loader Attachments

Hourly Rate

Asphalt Zipper – 30" Width (for CASE 590 / CAT 450 or Larger)	\$82.08
Asphalt Zipper – 48" Width (for CAT 950 Loader or Larger)	\$119.70
Broom / Sweeper (for CAT 262 C, 262 D & 262 D3)	\$13.68
Compaction Wheel – 24" Width (for CAT 950 Loader)	\$11.40
Hydraulic Breaker 600 LB (for CAT 262 C, 262 D & 262 D3)	\$34.20
Hydraulic Hammer 860 LBS H65 (for all models)	\$57.00
Cold Planner – Up to 24" (for CAT 262 C, 262 D & 262 D3)	\$34.20

Miscellaneous Equipment

Daily Rate

Air Hacksaw	\$85.50
Air Hammer	\$85.50
Air Ratchet	\$34.20
Angle Grinder w/ 4.5" Wheel Diameter	\$42.75
Auto Level w/ Case Tripod & Rod (Magnification: 28X)	\$85.50
Cart – ATV Type (Gas Powered / 4 Passenger)	Hourly Rate \$17.10
Cart – Golf Type	\$85.50
Chipping gun / Air Hammer / Rivet Buster w/ Tools	\$85.50
Clay Spade	\$57.00
Combination Rotary Hammer (Up to 1" Diameter Chuck Adaptor) – Electric Powered	\$85.50
Cut-off Saw / Chain Saw / Skill Saw / Jig Saw	\$85.50
Demolition Hammer (Up to 1" Diameter Chuck Adaptor) – Electric Powered	\$85.50
Duct Rodder – 500'	\$91.20
Duct Rodder – 1000'	\$114.00
Electric Drill (1" Diameter Max Drill Bit)	\$57.00
Fan 30" Pedestal Type	\$45.60
Geo Phone Underground Sounding Device (Pig Locator)	\$199.50
Grade / Flo-Line Instrument	\$6.84
Heat Gun / Non-Contact Infrared Thermometer	\$4.56
Holiday Tester (also for T-Lock Liner Testing)	\$57.00
Hydraulic Torque Wrench 1" – HyTorc (600–6,000 ft-lb, 10,000 PSI)	\$342.00
Jackhammer 70 LB Air Power	\$164.16
Test Pump Hydrostatic – 5 HP	\$91.20
Impact Gun / Driver – Up to 1" (11,160 in-lb to 16,200 in-lb)	\$34.20
Impact Gun – Up to 1" (1600 ft-lb / 19,200 in-lb)	\$102.60
Laser – Pipe & Slope Type	\$85.50
Light Stand (Single Lamp 120 Volt)	\$17.10
Light Tower – Towable Unit (4 Lamp)	Hourly Rate \$28.50

<u>Miscellaneous Equipment (Continued)</u>	Daily Rate
Peanut Grinder w/ 5' Whip Kit	\$42.75
Pipe Cutters – 4" to 8" Diameter	\$45.60
Pipe Locator	\$114.00
Pipe Threader Electric (Up to 2")	\$79.80
Pipe Threader Electric (Up to 4")	\$199.50
Pipe Threader Hand (Up to 2")	\$114.00
Pipe Tongs (4" to 12")	\$17.10
Pipe Tongs (16" to 24")	\$39.90
Pipe Tongs (30" to 36")	\$51.30
Plywood Pullers (Up to 6,000 LBS)	\$11.40
Portable Pipe Vise (Tripod Standing Type)	\$39.90
Pressure Washer	\$68.40
Pressure Washer Water Buffalo (4200 PSI)	\$182.40
Rebar Cutter (Up to 3/4" Diameter)	\$136.80
Reciprocating Sawzall	\$85.50
Rock Drill (Up to 1" Diameter)	Hourly Rate \$18.24
Rotary Hammer (Up to 1" Diameter Chuck Adaptor) – Electric Powered	\$85.50
Sand Blaster	\$199.50
Soil Pipe Cutters/Snap Cutters - Up to 30" Diameter	\$45.60
Steam Pressure Washer Trailer Mounted (3500 PSI)	\$182.40
Survey Unit for Pig Runs – Promark 3 GPS Type (With Receiving Units)	\$456.00
Tapping Machine (Up To 2" Diameter – Water Systems Only)	Hourly Rate \$51.30
Tapping Machine – T.D. Williamson (Up to 2" Diameter – Petroleum Systems Only)	Hourly Rate \$96.90
Torque Gun – B-RAD Select OFFSET 3000 (1" Drive Size, Torque High: 3000 ft/lb)	\$342.00
Utility Pole Support Holder (40' Max Pole Height)	\$34.20

<u>Office Trailers & Storage Containers</u>	Daily Rate
Office Trailer 8' x 16', 8' x 28' or 8' x 32'	\$62.70
Office Trailer 12' x 52', 12' x 56' or 12' x 60'	\$91.20
Storage Container 8' x 20'	\$91.20

<u>Pipe Fitting Equipment</u>	Daily Rate
Bevel Band w/Transmission Crawler (Up to 24")	\$9.12
Bevel Machine (Up to 12")	\$9.12
Bevel Machine (Up to 20")	\$20.52
Cold Cutter – Low Clearance (2" to 14" Steel)	\$45.60
Cold Cutter – Low Clearance / Rotary Cutter (16" to 26" Steel)	\$54.72
Double Jackscrew Chain Clamp - Mathey Dearman (Up to 36" Diameter)	\$125.40
Electromagnetic Drill Press / Mag Drill (Up to 1" Diameter)	\$45.60
Line-Up Clamp / Ratchet Line-Up (4" to 12" Diameter)	\$2.28
Line-Up Clamp / Ratchet Line-Up (14" to 24" Diameter)	\$5.70

Pipe Fitting Equipment (Continued)	Daily Rate
Line-Up Clamp / Ratchet Line-Up (26" to 36" Diameter)	\$17.10
Mechanical Plug (2" to 12" Diameter)	\$9.12
Mechanical Plug (Up to 24" Diameter)	\$11.40
Torque Wrench – Manual (Up to 1,000 ft-lb)	\$114.00

Portable Concrete Batch Plant	Hourly Rate
Portable Concrete Batch Plant – Port-A-Pour (Max production @ 120 CUYD per hour)	\$85.50

Shoring Equipment	Daily Rate
Beam W14 x 89 x 30' Length	\$18.24
Beam W14 x 89 x 40' Length	\$21.66
Beam W14 x 102 x 40' Length	\$23.94
Beam W14 x 120 x 40' Length	\$25.08
Beam W14 x 145 x 40' Length	\$28.50
Beam W14 x 176 x 40' Length	\$37.62
Plates 5' x 8' x 1" Thick (non-treated 1,632 LBS per plate)	\$7.98
Plates 6' x 10' x 1" Thick (non-treated 2,448 LBS per plate)	\$9.12
Plates 8' x 10' x 1" Thick (non-treated 3,264 LBS per plate)	\$11.40
Plates 8' x 15' x 1" Thick (non-treated 4,896 LBS per plate)	\$14.82
Plates 8' x 20' x 1" Thick (non-treated 6,528 LBS per plate)	\$17.10
Plates 8' x 15' x 1 1/2" Thick (treated 7,344 LBS per plate)	\$22.80
Plates 8' x 20' x 1 1/2" Thick (treated 9,792 LBS per plate)	\$25.08
Plywood 4' x 8' Sheet 1 1/8" Thick	\$9.12
Timbers 4" x 12" x 10' Long (Typical)	\$17.10

Sweepers & Brooms	Hourly Rate
Broom / Sweeper – Self Propelled	\$68.40
Power Broom / Power Sweeper (Walk Behind)	Daily Rate \$51.30

Traffic Control Equipment	Daily Rate
Arrow Board (Solar)	Hourly Rate \$136.80
Barricade – ADA Compliant Pedestrian Type	\$3.42
Barricade Flasher (LED Barricade Light)	\$5.70
Barricade – Type I (Pedestrian Type - Plastic)	\$1.46
Barricade – Type II	\$3.42
Barricade – Type III	\$4.01
Delineator / Traffic Cone	\$1.46
Chain Link Fence Panel 6' x10' w/ Feet	\$9.12
Crash Barrels (various sizes)	\$9.12
K-Rail 20' length	\$9.12
Message Board - Programmable 4' x 8' (Solar)	Hourly Rate \$20.52

<u>Traffic Control Equipment (Continued)</u>	Daily Rate
Ramp Pedestrian Type (Bariatric Panel Ramp)	\$20.52
Rumble / Rock / Tire Cleaning Plates 8' x 10'	\$13.68
Traffic signs 30" x 30"	\$6.84

<u>Trailers</u>	Hourly Rate
Trailer – Pipe Dispensing / Reel Type (Up to 2" Diameter)	\$13.68
Trailer – Pipe Dispensing / Reel Type (Up to 3" Diameter)	\$17.10
Trailer – Dump Trailer – 9,900 GVWR, 6' x 10'	\$13.68
Trailer – Enclosed Type 12' Long Enclosed (Dig-Up)	\$22.80
Trailer – End Dump Type (40,000 LB Max Capacity)	\$17.10
Trailer – Flatbed / Platform Type 48' Long	\$28.50
Trailer – Low Boy Type Heavy Haul – 88,000 LB Max Capacity	\$35.34
Trailer – Pipe Hauler Type – 14' length	\$11.40
Trailer – Reel Type - 5'4" x 9' (Single Reel)	\$9.12
Trailer – Tilt or w/Rams Type – 10, 000 LB Max. Capacity (for Asphalt Rollers)	\$11.40
Trailer – Tilt or w/Rams Type – 19,000 to 20,000 LB Max Capacity (for Asphalt Rollers)	\$13.68
Trailer – Tilt or w/Rams Type – 35,000 to 40,000 LB Max Capacity (for Various Equipment)	\$17.10
Trailer – Utility Type / Tool Hauler 1,600 LB Max Capacity	\$6.84
Trailer – Utility Type / Tool Hauler 3,000 LB Max Capacity	\$11.40

<u>Trenchers & Conveyor</u>	Hourly Rate
Conveyor for Vermeer DT 655 Trencher (24" Width)	\$79.80

<u>Trucks</u>	Hourly Rate
Truck – Bobtail / Flat Bed Dump	\$91.20
Truck – Gang Truck MV607 SBA (33,000 GVWR)	\$79.80
Truck – Low Bed Haul w/ Trailer (88,000 LB Max Haul Capacity)	\$142.50
Truck – Mechanics Type w/ 8,500 LB Lift Crane & Welder	\$85.50
Truck – Mechanics Type w/ 14,000 LB Lift Crane & Welder	\$85.50
Truck – Pick-up Truck / SUV / Van	\$47.88
Truck – Service Type (F-350, F-550)	\$66.12
Truck – Service Type (F-600)	\$71.82
Truck – Service Type F-550 w/ Welder (500AMP) & Compressor (60 CFM)	\$68.40
Truck – Stakebed Type - 11' to 16' Bed Length	\$57.00
Truck – Stakebed Type - F-600 16' Bed Length	\$62.70
Truck – Stakebed Type - 24' Bed Length (25,999 lbs)	\$57.00
Truck – Super 10 Dump (10 CUYD Cap for Dirt)	\$114.00
Truck – Water Type 2,000 Gallon	\$71.82

<u>Water Pumps</u>	Daily Rate
Water Pump 2" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	\$79.80

Water Pumps

Daily Rate

Water Pump 3" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	\$108.30
Water Pump 4" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	\$171.00

Water/Fuel Tanks & Towers

Daily Rate

Dewatering Sediment Tanks (1,000 Gallon Capacity)	\$11.40
Fuel Tank – 1,000 Gallon (Dual Containment)	\$63.84
Water Tank Trailer Type (500 Gallon Capacity)	\$9.12
Water Tower – Towable Unit (Up to 12,000 Gallon)	\$142.50

Welding Equipment

Hourly Rate

Band Saw - Portable 4" x 4" max cut	\$11.40
Plasma Cutter	\$22.80
Welder 200 AMP	\$20.52
Welder 300 AMP	\$22.80
Welder 300 AMP Tig Machine	\$22.80
Welder 500 AMP	\$25.08
Weld Rig for Rig Welder (includes fuel / wet rate)	\$57.00

Exhibit B

CITY INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Contract 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 Contract 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 B**.

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 Contract, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability/Errors & Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this **Exhibit B** 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 Section 6 of the Contract.

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 Contract 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 Contract 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 Contract during the term of this Contract. The commercial general and automobile liability policies required under this Contract 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 Contract 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 Contract in full force and effect during the term of this Contract, or in the event any of Contractor's policies do not comply with the requirements under **Exhibit B**, City may either immediately terminate this Contract 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 Contract, 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 Contract. 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 Contract 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 10 of this Contract.

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

L. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Contract to maintain insurance coverage that meets all of the requirements of this **Exhibit B**.

Exhibit C

LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a “public work” 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 Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of the Department of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. 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.

2. 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 **Exhibit C**.

3. 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 Contract 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 Contract.

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. 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. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) 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 Contract by Contractor or by any subcontractor.

6. 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 the City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

7. 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 Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

8. 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. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by 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.

9. 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."

10. 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.

11. 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 this Contract, 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 termination of this Contract.

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

This bond was issued in two (2)
original counterparts

Exhibit D

Bond No. 024289692
Premium: \$539.00

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("Public Agency"), State of California, has awarded to W.A. Rasic Construction Company, Inc. ("Principal") a contract (the "Contract") for On-Call Construction and Repair Services.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and Liberty Mutual Insurance Company
790 The City Drive South, Suite 200, Orange, CA 92868

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Seventy-Four Thousand Nine Hundred and 00/100 Dollars (\$74,900.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: 12/30/2025

“Principal”

“Surety”

W.A. Rasic Construction Company, Inc.
4150 Long Beach Blvd., Long Beach, CA 90807

Liberty Mutual Insurance Company
790 The City Drive South, Suite 200, Orange, CA 92668



By: _____
Its: Peter L. Rasic, President
RF 2025-45 1.9.26

By: _____
Its: Shaunna Rozelle Ostrom, Attorney-in-Fact

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 12/30/2025 before me, Laura Conlon, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Laura Conlon





POWER OF ATTORNEY

Bond No. 024289692

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214600-969561**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe; Magdalena R. Wolfe; Robert Wood

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of December, 2025.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

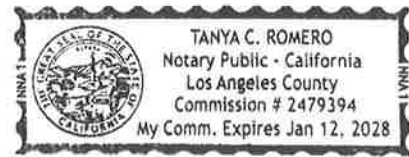
On 01/09/2026 before me, Tanya C. Romero, Notary Public
(insert name and title of the officer)

personally appeared Peter L. Rasic
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

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

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

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

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

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

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

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

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

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: DT22-CO-8670X247-TCT-25

c. Method Of Sharing

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

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

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

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

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

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

7. Separation Of Insureds

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

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

POLICY NUMBER: DT22-CO-8670X247-TCT-25

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Who Is An Insured – Unnamed Subsidiaries B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations | <ul style="list-style-type: none"> C. Incidental Medical Malpractice D. Blanket Waiver Of Subrogation E. Contractual Liability – Railroads F. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

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

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

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

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

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

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

"Incidental medical services" means:

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

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

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

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

(D.) BLANKET WAIVER OF SUBROGATION

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

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

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

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

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

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

POLICY NUMBER: DT-810-8670X247-TCT-25

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".
- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: DT-810-8670X247-TCT-25

COMMERCIAL AUTO

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

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.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION 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 – COVERED AUTOS 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 – COVERED AUTOS 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 Covered Autos 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

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

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

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 an "employee's" name, with your

COMMERCIAL AUTO

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 – COVERED AUTOS 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 – COVERED AUTOS 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 – COVERED AUTOS 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 Covered Autos 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., Limits Of Insurance**, of **SECTION II – COVERED AUTOS 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., Limits Of Insurance**, of **SECTION II – COVERED AUTOS 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.

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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 PROPERTY

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

Personal Property

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

- (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 Property 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

COMMERCIAL AUTO

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 99 03 76 (A) - 001

POLICY NUMBER: UB-7K520785-25-26-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

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

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

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____