



## County of Monterey Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to:

#### **Agreement No. A-17551**

- a. Approve Standard Agreements with Cal-West Lighting & Signal Maintenance, Inc. and Bear Electrical Solutions, LLC by LLC Manager, MWE, Buyer, Inc. to provide traffic signal and lighting maintenance and on-call repair services at various locations within the County of Monterey, Request for Proposals #10915, for an initial term of three years, effective November 1, 2025 through October 31, 2028, with the option to extend the Agreement for up to two additional years, for an amount not to exceed \$500,000 for each Agreement; and
- b. Authorize the Chief Contracts and Procurement Officer or their designee to execute said Standard Agreements and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amount for each Agreement.

PASSED AND ADOPTED on this 28<sup>th</sup> day of October 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Root Askew and Daniels

NOES: None

ABSENT: Supervisor Lopez

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 28, 2025.

Dated: October 28, 2025

File ID: A 25-430

Agenda Item No.: 32

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Margarita Hernandez, Deputy

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.

---

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Traffic signal and lighting maintenance and on-call repair services throughout the County of Monterey, Request for Proposals (RFP) #10915.

### 2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 500,000.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 1, 2025 to October 31, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Incorporation of RFP #10915, Addendum No. 1 to RFP #10915 and Proposal

Documents, on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP)

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to



indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

**9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:**

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Workers' Compensation Waiver of Subrogation:**

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

## 11.0 **NON-DISCRIMINATION:**

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

#### 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

#### 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Chad Alinio, PE, Senior Civil Engineer	Robert Asuncion, TE
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901	1252 State Street Alviso, California 95002
Address	Address
(831) 755-4937	(408) 449-5178
Phone:	Phone:

#### 16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.



16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### 17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

### 17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

## 18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

### COUNTY OF MONTEREY

By: DocuSigned by:  
Angelica Ruelas  
 Chief Contracts & Procurement Officer  
 Date: 10/30/2025 | 11:10 AM PDT

By: \_\_\_\_\_  
 Department Head (if applicable)  
 Date: \_\_\_\_\_

Approved as to Form  
 Office of the County Counsel<sup>1</sup>  
 Susan K. Blitch, County Counsel

By: Signed by:  
Mary Grace Perry, Deputy County Counsel  
 County Counsel  
 Date: 10/16/2025 | 9:04 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:  
Patricia Ruiz  
 Auditor/Controller  
 Date: 10/16/2025 | 10:52 AM PDT

Reviewed as to Liability Provisions  
 Office of the County Counsel-Risk Management

By: \_\_\_\_\_  
 David Bolton, Risk Manager  
 Date: \_\_\_\_\_

### CONTRACTOR

Bear Electrical Solutions, LLC  
 By LLC Manager, MWE Buyer, Inc.

Contractor/Business Name \*  
 By: Signed by:  
(Signature of Chair, President, or Vice-President)  
 Lloyd Kuehn, President  
 Name and Title  
 Date: 10/15/2025 | 3:50 PM PDT

By: Signed by:  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)  
 Charles Dowling, CFO  
 Name and Title  
 Date: 10/15/2025 | 5:41 PM PDT

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

<sup>1</sup>Approval by the Office of the County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.



## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc., hereinafter referred  
to as “CONTRACTOR”**

### **A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall perform with their own organization Agreement work amounting to not less than fifty percent (50%) of the original total Agreement not to exceed sum, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total Agreement price before computing the amount of work required to be performed by CONTRACTOR's organization. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of County.

The scope of work in general, consists of preventive maintenance and on-call repair of traffic signal and lighting systems in various locations throughout the County as listed in Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A and as directed by County Traffic Engineering Team. CONTRACTOR shall have sufficient equipment and experienced and qualified staff to provide services, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

#### **CONTRACTOR's Business Hours and Response Time**

CONTRACTOR must have capacity to perform immediate emergency service calls twenty-four (24) hours per day and seven (7) days per week (including holidays) to make temporary or permanent repairs to traffic signal or lighting equipment as directed by County when damage or malfunctions occur.

CONTRACTOR's regular business hours shall include the following at a minimum:  
Monday through Friday, 8:00 a.m. to 5:00 p.m.

CONTRACTOR's response time must be within the following maximum guidelines:

**During Regular Business Hours:** Respond to and provide traffic signal and/or equipment services within a maximum of two (2) hours

**After Regular Business Hours, Weekends or Holidays:** Respond to and provide traffic signal and/or equipment services within a maximum of two (2) hours

CONTRACTOR shall provide a phone number where CONTRACTOR's personnel are available twenty-four (24) hours per day and seven (7) days per week to receive notification of County traffic signal, lighting and equipment repair needs and respond. Notifications may originate from County and the California Highway Patrol.

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

In the event multiple calls are received simultaneously, CONTRACTOR shall service each location on a priority basis based upon assessment of public safety. CONTRACTOR shall first endeavor to make the first response location safe and secure prior to responding to other calls.

CONTRACTOR must respond to all direct calls for emergency traffic signal and/or lighting equipment repair service from law enforcement officers if the location is included in Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A, which may be amended from time to time to add or delete locations.

### **A.2 Preventative Maintenance and Testing**

A list of all current equipment requiring monthly maintenance is included in Attachment B, All Traffic Signal and Lighting Maintenance Locations, within this Exhibit A. County Traffic Engineering Team shall provide CONTRACTOR with a subset of monthly maintenance locations in writing upon execution of the Agreement. The assigned monthly maintenance locations may be revised by County Traffic Engineering Team in writing as needed. CONTRACTOR shall conduct inspection, testing, record keeping, cleaning, repair, and replacement of all traffic signal equipment in locations as assigned by County Traffic Engineering Team to prevent or reduce the occurrence of potential malfunctions and extend the useful life of the equipment. All service, preventive maintenance, equipment, and materials shall be subject to the inspection and approval of County Traffic Engineering Team. Preventative, routine maintenance and testing of the County's traffic signal system, lighting, respective electroliers, illuminated street name signs, flashing beacons, and radar feedback signs shall include, but is not limited to, the following:

#### **A.2.1 Monthly Inspections**

On a monthly basis, CONTRACTOR shall inspect and maintain each traffic signal controller cabinet in locations assigned by County Traffic Engineering Team. Monthly maintenance and inspection by CONTRACTOR shall include but is not limited to the following:

- CONTRACTOR shall visually inspect for signs of pest or rodent infestation and take appropriate action to prevent damage to electrical system. (For billing purposes, inspection is considered routine maintenance, and treatment for infestation is considered repair service).
- CONTRACTOR shall vacuum cabinet, remove any foreign material, and clean or change air filters as needed.
- CONTRACTOR shall visually inspect controller service cabinets for proper operation including battery backup system and ventilation.
- CONTRACTOR shall verify timing of individual signal phases and interval timing circuits and adjust as necessary to comply with timing card.
- CONTRACTOR shall inspect and test pedestrian buttons, and detector units (video, loop, or micro-loop), interconnect communication between intersections where applicable, and make routine adjustments and/or repairs as necessary.
- CONTRACTOR shall visually inspect the operation of all signal head lamps (light emitting diode [LEDs]), pedestrian signal head lamps (LEDs), relays,

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

clocks, dials, switches, battery backup system, etc., and make routine adjustments and/or repairs as necessary.

- CONTRACTOR shall inspect equipment for missing or bent visors and back plates and turned signal heads and repair or replace equipment as needed.
- CONTRACTOR shall document the following on CONTRACTOR provided maintenance log sheets in controller cabinet: inspection date, time, work performed, name of CONTRACTOR's employee.
- CONTRACTOR shall email a summary of monthly inspections with any recommendations to County Traffic Engineering Team with details listed by intersection included as Attachment C, Monthly Checklist, included within this Exhibit A.

### **A.2.2 Spare Equipment**

CONTRACTOR shall maintain adequate storage and shop repair facilities to perform work as outlined in this Agreement, including a sufficient stock of spare equipment and materials such as standby Type 170 controllers, Type 2070 controllers, Type 1-A poles, signal heads, pedestrian push buttons, and common 332 cabinet replacement parts to perform permanent repairs to the system within a ten (10) day period. Failure to perform permanent repairs within this time limit shall be sufficient cause for County to authorize another contractor to perform repairs. Repetitive failure to adhere to the time limit shall be sufficient cause for the County to terminate the Agreement.

CONTRACTOR shall keep and maintain a spare Type 170 controller with Type C Programmable Read Only Memory (PROM) module, Type 2070 controller, Model 206 24-volt DC power supply, and Model 210 conflict monitor. Each unit may be used at any specific location for up to six (6) months without charge until the replaced unit is repaired and reinstalled, a County spare is installed, or new equipment is purchased and installed.

All of CONTRACTOR's service vehicles responding to calls must have spare used or new Model 200 load switches, 242 isolators, 222 detector amplifiers, 204 flashers, and 430 flash transfer relays available for immediate use.

### **A.2.3 Aging Equipment and Replacement**

CONTRACTOR shall replace controllers as directed or as approved by County Traffic Engineering Team with McCain 2070 controllers compatible with existing intersection location as specified in Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A. Contractor shall replace Type 170 Controllers with McCain 2070 Controllers

### **A.2.4 LED Replacement, Servicing and Testing**

CONTRACTOR shall replace all incandescent lamps in all signals based on an eighty percent (80%) depletion period. All incandescent lamps shall be replaced with LED modules. All LED modules in all signals shall be replaced when more than two percent (2%) of the LEDs have failed. CONTRACTOR shall only use standard LED

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

traffic signal modules approved by the State of California Department of Transportation (Caltrans).

A.2.5 All equipment (controller units, auxiliary equipment, and appurtenances such as detectors, transformers, battery backup system (BBS) inverter units, batteries, timers, and related items) must be serviced by CONTRACTOR as recommended by the manufacturer.

A.2.6 CONTRACTOR must clean the lens of all vehicular signal LED section modules and test all suspect 8" and 12" red LED modules for light intensity degradation using a portable meter such as KLIGHT's TLM-100 meter or a meter of equal quality annually. Testing must occur in April of each year unless a different month has been authorized in writing by the County Traffic Engineering Team. The inspection and testing results must be sent via email to the County Traffic Engineering Team within fifteen (15) calendar days of completion of the tests. CONTRACTOR shall list the locations and details of specific deficiencies and email a written report to the County Traffic Engineering Team with proposed costs to replace the modules. Module replacement must not occur until approved in writing by the County Traffic Engineering Team. While cleaning and testing of LED modules is routine maintenance, cost to replace LED modules is considered repair.

### **A.2.7 Battery Back Up/PROM Module Annual Testing**

CONTRACTOR shall inspect and test the BBS and batteries and the lithium battery in the controller's PROM module on an annual basis in September and email a written report to County Traffic Engineering Team within fifteen (15) calendar days of test completion. The written report format and detail shall be pre-approved by County.

CONTRACTOR shall include costs for lithium battery replacement as part of CONTRACTOR's monthly preventive maintenance billing. CONTRACTOR shall replace BBS batteries every other year. BBS battery replacement is considered repair which requires prior written approval from County Traffic Engineering Team.

All batteries supplied/installed by CONTRACTOR shall be in accordance with equipment manufacturer's recommendation and approved by the County Traffic Engineering Team for the specific unit involved. CONTRACTOR SHALL CONDUCT CONFIRMATION TESTING OF REPLACED BATTERIES and appropriately dispose of the spent batteries. After replacement of BBS batteries, test results shall be emailed to County Traffic Engineering Team within fifteen (15) calendar days of test completion.

### **A.2.8 Conflict Monitor Testing**

In June of each year, CONTRACTOR shall field test each conflict monitor for proper operation, check each program card for proper conflict monitoring, and provide a certifying report to County Traffic Engineering Team within fifteen (15) calendar days of test completion. The written report format and detail shall be pre-approved by County. CONTRACTOR shall test all intersections except those newly installed

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

within the last six (6) months. CONTRACTOR shall coordinate with County Traffic Engineering Team to resolve any doubt as to which locations shall be tested. CONTRACTOR shall replace or repair failed units as directed by County Traffic Engineering Team. If failed/defective units are under warranty, CONTRACTOR shall seek warranty replacement and provide notification and documentation to County Traffic Engineering Team so that the warranty may be exercised.

### **A.2.9 Unscheduled Traffic Signal Maintenance (Non-Emergency)**

Unscheduled Traffic Signal Maintenance includes tasks not specifically included in Scheduled Traffic Signal Maintenance as noted in Attachment A, Pricing Schedule, included within this Exhibit A, that are not considered emergency in nature and are performed by CONTRACTOR as requested by County to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. CONTRACTOR shall perform Unscheduled Traffic Signal Maintenance tasks on all maintenance sites as assigned by County Traffic Engineering Team in Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A or as directed by County's Traffic Engineering Team. Common Unscheduled Traffic Signal Maintenance tasks include, but are not limited to the following:

- Modification of various signal components
- Detector Loop Replacement due to pavement failure, utility work or other impact. Maintenance records indicate that the County replaces approximately thirty (30) detector loops each year. In addition to the basic steps, Detector Loop Replacement shall include the following:
  - a. Layout and installation of loop and home run;
  - b. Replacement of conduit if necessary; and
  - c. Testing on loop for conductivity and integrity; Reconnection to amplifier and testing for proper sensitivity

Other traffic signal problems not considered an emergency:

- Cameras mounted on signal poles which require cleaning, alignment, replacement and adjustment
- Signal Timing Revisions/Adjustments
- Review of construction documents for new traffic signal installations
- Assist in inspection of signal construction work performed by other contractors; and
- Other tasks as requested by County within the expertise of the CONTRACTOR

### **A.3 On-Call and Emergency Repair Services**

Emergency Services shall be provided by CONTRACTOR on an on-call basis. County shall contact CONTRACTOR with regards to an emergency repair need, and CONTRACTOR shall respond within two (2) hours. CONTRACTOR shall repair signal malfunctions of any kind including but not limited to the following: result of damage, vandalism, or failure. All service, equipment, and materials shall be subject to the inspection and approval of County and the County Traffic Engineering Team. Total permanent replacement of any County traffic signal controller cabinet, electrical service cabinets, or mast arm signal poles will only be allowed with the written or e-mail approval of County Traffic Engineering Team.

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR shall provide a written quote for all equipment and repair services that exceed \$1,000.00 for County's written approval prior to proceeding with repairs. If the repair exceeds \$1,000.00, and the need for the repair is before or after normal County business hours, and the County Traffic Engineering Team cannot be reached, CONTRACTOR shall implement a temporary repair, and the County Traffic Engineering Team must be notified of the repair within twenty-four (24) hours or the next business day if the repair is on a weekend.

Claims for traffic signal, lighting system and or equipment repair over \$1,000.00 and not of an emergency nature, which have not been authorized by County Traffic Engineering Team, will be rejected.

A.3.1 CONTRACTOR must provide backup documentation for any claim regardless of the dollar amount to County Traffic Engineering Team within three (3) business days of correspondence.

A.3.2 In the event of substantial collision damage to any part of a traffic signal, lighting system, and or equipment, CONTRACTOR shall transport all damaged parts to a County designated location for evaluation and photographic documentation for future cost recovery.

A.3.3 The replacement of blacked-out LED lamp modules need not be on an emergency basis provided there are at least two (2) indications still operative for the same traffic movement and direction of travel and at least one (1) of the modules is a mast arm indication. Such replacement should be handled as soon as possible in a routine manner.

A.3.4 County shall send a Monthly Inspection Report (Attachment D, Monthly Inspections, included within this Exhibit A) of street lighting, illuminated street name signs, flashing beacons, etc. to CONTRACTOR with instructions regarding what to repair. CONTRACTOR must make the requested repairs in an expeditious manner at regular rates (not overtime).

A.3.5 Whenever any equipment or system component in any system assigned to CONTRACTOR malfunctions, is damaged, or has deteriorated as a result of causes other than the negligence of CONTRACTOR or CONTRACTOR's agents so as to require repairs to or replacement of such equipment, or whenever County deems it necessary to make changes in existing equipment or components, and the work is not covered under Attachment A, Pricing Schedule, included within this Exhibit A. If the work exceeds \$1,000.00 or is not at locations listed on Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A, the repair work must be performed only with the written or e-mail approval of County Traffic Engineering Team prior to any material orders or any work being performed.

### **A.4 Additions and Deletions to the System**

Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A may be edited by County from time to time to add or delete listed locations.

#### **A.4.1 Additions to the System**

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR shall maintain additional traffic signals and appurtenant device locations as they are installed and become a part of the maintenance requirements of County and in accordance with manufacturer's recommendations including but not limited to additional electroliers, flashing beacons, radar feedback signs, rectangular rapid flashing beacons and tunnel lighting. CONTRACTOR shall provide maintenance of additions at the same unit price shown in Attachment A, Pricing Schedule, included within this Exhibit A. All additions shall be pro-rated from the day that CONTRACTOR is notified.

CONTRACTOR shall service and maintain new signals as assigned by County Traffic Engineering Team, which are covered by manufacturer's material and workmanship warranty in accordance with manufacturer's specifications. If parts or material become defective during the warranty period, CONTRACTOR shall seek warranty replacement and provide notification and documentation to County Traffic Engineering Team so that the warranty may be exercised.

### **A.4.2 Deletions to the System**

County may modify or delete traffic signal, lighting and equipment locations and monthly inspections at locations not needing maintenance or inspections. Such events include but are not limited to temporary maintenance and operation by other public agencies, annexation to cities, formation of a city, removal of equipment, etc. In lieu of Section 4-1.03B (2) of the Standard Specifications compensation per location to CONTRACTOR for the reduction in locations must remain unchanged until less than fifty percent (50%) of either category of locations remains. If this reduction in maintenance needs occurs, CONTRACTOR may request an increase in compensation. Should agreement not be reached as to the amount of increased compensation, CONTRACTOR may terminate the Agreement to provide maintenance and inspection services to County within thirty (30) days written notice to the County.

Attachment A, Pricing Schedule, included within this Exhibit A is inclusive of all costs to service locations shown in the following attachments included within this Exhibit A: Attachment B, All Traffic Signal and Lighting Locations, and services outlined in Attachment C, Monthly Checklist, and Attachment D, Monthly Inspections.

## **A.5 Traffic Control**

CONTRACTOR shall conduct operations to cause the least possible obstruction and inconvenience to public traffic. CONTRACTOR shall provide traffic control (including flags, signs, flashing lights, and barricades) as may be required to safely perform work and to ensure public and field crew safety when repairs are being performed on or near the roadway. All signs and devices used shall conform to the current California Manual on Uniform Traffic Control Devices (MUTCD) as published and adopted by Caltrans.

### **A.5.1 Maintaining Traffic**

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

Lane closures must conform to the provisions in the IAW California MUTCD 2014 Revision 9 **,Chapter 6 Temporary Traffic Control.** Whenever vehicles or equipment are parked on the shoulder within six (6) feet of a traffic lane, the shoulder area must be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment. A W20-1 (Road Work Ahead) or W21-5 (Shoulder Work) sign shall be placed an adequate distance from work area in conformance with MUTCD prior to commencing work.

### **A.5.2 Traffic Control System for Lane Closure**

CONTRACTOR shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and take precautions to cause the least possible impact to traffic while maintaining public safety. Lane closures will not be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:00 p.m. to 6:00 p.m. (peak traffic hours) unless an emergency exists, and such closure is necessary to safeguard the traveling public. A traffic control system shall consist of closing traffic lane(s) in accordance with Chapter 6, Temporary Traffic Control of CAMUTCD 2014 Revision 9.

A.5.3 Whenever it is necessary to close any traffic lane longer than thirty (30) minutes to complete any portion of the work, CONTRACTOR shall notify County Traffic Engineering Team. The closure and time schedule must be subject to the approval of the County Traffic Engineering Team. CONTRACTOR shall schedule work creating excessive delays to critical traffic movements during off peak traffic periods when possible. At least one (1) traffic lane must be kept open in each direction at all times.

## **A.6 Records/Reporting**

The following records shall be maintained by CONTRACTOR to document traffic signal maintenance activities:

A.6.1 County shall maintain a log with Signal Timing Charts in each controller cabinet. County Traffic Engineering Team must authorize all timing changes. CONTRACTOR may make changes required on a temporary basis due to maintenance operation such as when detectors fail. CONTRACTOR shall record the timing changes, date, time, and person making the change on the standard maintenance log sheet kept in the cabinet and provide a copy to the County Traffic Engineering Team via email.

A.6.2 CONTRACTOR shall maintain a duplicate record of all service calls, repairs, and pertinent data pertaining to each individual intersection on file in CONTRACTOR's office and available to County upon request.

A.6.3 CONTRACTOR must send a status report on all intersections and other serviced locations to County Traffic Engineering Team once each month. Report shall include all service calls, repairs, and other pertinent data occurring the previous month.



## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **A.7 Unsatisfactory Work**

A.7.1 Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by the County Traffic Engineering Team will be reported to CONTRACTOR and confirmed in writing. Upon receipt of such report, CONTRACTOR must immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. Upon completion of requested repair services, CONTRACTOR must submit a report to the County Traffic Engineering Team confirming the requested service has been completed, and the date the requested service was completed.

### **A.8 Compensation**

Compensation for traffic signal maintenance and repair services shall be in accordance with the unit prices shown on the Attachment A, Pricing Schedule, included within this Exhibit A. Attachment A, Pricing Schedule, is inclusive of all materials, equipment, labor, mobilization and traffic controls necessary to perform all work as outlined in this Agreement.

County reserves the right to secure competitive bids to perform repairs or changes on any system exceeding \$250.00.

For billing purposes, providing and installing new equipment shall be considered repair.

### **A.9 Additional Provisions**

All work performed by CONTRACTOR shall be subject to the inspection and approval by County and County Traffic Engineering Team.

CONTRACTOR shall perform all maintenance and repair work in conformance with the manufacturer's recommendation.

Independent tasks and projects shall be provided on an on-call basis. County shall contact CONTRACTOR with regards to an individual task and/or project. CONTRACTOR shall then submit a detailed proposal that shall include at minimum assigned CONTRACTOR staff, relevant task, deliverables, schedule, and cost.

County reserves the right to furnish any materials to perform permanent repairs.

CONTRACTOR shall promptly notify the County Traffic Engineering Team of the disablement of any piece of equipment on any system due to an accident or other causes, including but not limited to the following: damaged cable, broken parts, or other difficulties when such pieces of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.

CONTRACTOR shall provide response service twenty-four (24) hours per day, seven (7) days per week for repair of the equipment and appurtenances, such as safety lighting, street name signs, flashing beacons, and other electrical equipment which CONTRACTOR may be called upon from time to time by County to repair, replace or refurbish even though not

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

listed on Attachment B, All Traffic Signal and Lighting Maintenance Locations, included within this Exhibit A. Such additional work must only be at the written or e-mail direction of the County Traffic Engineering Team.

CONTRACTOR shall dispose of damaged parts only upon completion of all related actions and approval by County.

CONTRACTOR shall maintain all vehicular and pedestrian signal heads with LED module lamps at all times including flashing beacons.

CONTRACTOR must notify County Traffic Engineering Team or their designee by the end of the next business day when any County controller, PROM module, 24-volt power supply, or conflict monitor is removed from an intersection, or the intersection timing is changed from the intersection timing chart.

All LED module lamps for vehicular signal faces must conform to the Institute of Transportation Engineers' standards and Caltrans LED purchase specifications. LED modules must be on Caltrans Qualified Products List (QPL) list except for locations where countdown pedestrian heads are approved by the County Traffic Engineering Team for installation. If failed/defective units are under warranty, CONTRACTOR shall provide notification and documentation to County Traffic Engineering Team so that the warranty may be exercised. CONTRACTOR must return all defective LED unit(s) to County within four (4) business days for confirmation of being defective and for warranty replacement or disposal.

In the event of an extended power outage (four (4) or more hours), CONTRACTOR must supply a generator to power a critical intersection. County may request more than one (1) generator.

CONTRACTOR must contact Underground Service Alert (U.S.A.) to identify and mark all utility locations prior to performing any excavation work.

Construction Area Signs:

Construction area signs must be furnished, installed, maintained, and removed by CONTRACTOR when no longer required.

### **B. PAYMENT PROVISIONS**

#### **B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed **\$ 500,000.00**, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on rates listed in Attachment A, Pricing Schedule, included within this Exhibit A.

**ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED.** It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

No travel reimbursement shall be allowed during this Agreement.

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000.00).

Under California Labor Code sections 1720 et seq., a contract for some or all the work contemplated by this Agreement may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/public-works/prevailing-wage.html>

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@countyofmonterey.gov](mailto:PWFP-Finance-AP@countyofmonterey.gov):

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: [PWFP-Finance-AP@countyofmonterey.gov](mailto:PWFP-Finance-AP@countyofmonterey.gov).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**ATTACHMENT A - PRICING SCHEDULE**

<b>PRICING SCHEDULE</b>				
<b>ITEM NO.</b>	<b>COUNTY OF MONTEREY TRAFFIC EQUIPMENT LIST</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
	<b>TRAFFIC SIGNALS WITHIN COMMUNITIES</b>	<b>Per Month/Per Year Cost</b>	<b>Per Month/Per Year Cost</b>	<b>Per Month/Per Year Cost</b>
	<b>CARMEL VALLEY</b>			
1	<b>Rio Road/Road "A"</b>			
	Luminaires: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
2	<b>Rio Road/Carmel Center Place</b>			
	Luminaires: NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
3	<b>Carmel Rancho Blvd/Carmel Rancho Shopping Center Driveways</b>			
	Luminaires: NE/NW/SW/SE; Street Name Signs: NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
4	<b>Carmel Valley Road/Carmel Rancho Blvd./Carmel Knolls Drive</b>			
	Luminaires: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
5	<b>Carmel Valley Road/Carmel Middle School Driveway</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
6	<b>Carmel Valley Road/Via Mallorca</b>			
	Luminaires: NE/NW/SE/at Via Petra NE/SE; Flashing Beacon: EB(lt)/EB(rt)/WB; Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
7	<b>Carmel Valley Road/Rancho San Carlos Road</b>			
	Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	<b>LAS LOMAS</b>			
8	<b>Hall Road/Las Lomas Drive</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB/EB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	<b>PAJARO</b>			
9	<b>Porter Drive/San Juan Road</b>			
	Luminaires: NE/NW/SW/SE/Free Right Turn/Crosswalk; Flashing Beacon: S/B; Street Name Signs: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
10	<b>Salinas Road/Pajaro School Driveway</b>			
	Luminaires: NE/SW; Street Name Signs (LED): NE/SW	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	<b>PRUNEDALE</b>			
11	<b>Blackie Road/Prunedale South Road</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: SB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
12	<b>San Miguel Canyon Road/Prunedale North Road</b>			
	Luminaires: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
13	<b>San Miguel Canyon Road/Moro Road</b>			
	Luminaires: NE/SW; □ Flashing Beacon: S/B; □ Street Name Signs: NE/NW/SW □	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
14	<b>San Miguel Canyon Road/Hall Road</b>			
	Luminaires: NW/SE/SW; □ Flashing Beacons: WB/EB/NB; □ Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	<b>SALINAS</b>			
15	<b>Blanco Road/Davis Road</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: EB(lt)/EB(rt); Street Name Signs: NE/NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
16	<b>Blanco Road/West Alisal Street</b>			

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.  
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)  
Department of Public Works, Facilities and Parks

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**ATTACHMENT A - PRICING SCHEDULE**

	Luminaires: NW/SW	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
17	<b>Harrison Road/Sala Road</b>			
	Luminaires: NW/SE; Flashing Beacon: EB/WB); Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
18	<b>Harrison Road/Russell Road</b>			
	Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
19	<b>Espinosa Road/Christensen Road</b>			
	Luminaires: NW/SE; Flashing Beacon: EB/WB; Street Name Signs: NE/NW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
20	<b>Las Palmas Road/River Road</b>			
	Luminaires: NE/SW/SE; Flashing Beacon: NB/SB(lt)/SB(rt); Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
21	<b>Las Palmas Parkway/River Road</b>			
	Luminaires: NE/SW/SE; Flashing Beacon: NB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
22	<b>Reservation Road/Davis Road</b>			
	Luminaires: NE/SW/SE; Flashing Beacon: EB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
23	<b>Reservation Road/Inter-Garrison Road</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
24	<b>Reservation Road/East Garrison Road</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
25	<b>Reservation Road/Watkins Gate Road</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: WB; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
26	<b>Russell Road/San Juan Grade Road</b>			
	Luminaires: NE/NW/SW/SE; Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
27	<b>Russell Road/Van Buren Avenue</b>			
	Luminaires: NE(lt)/NE(rt)/NW/SW/SE; Street Name Signs: NE/NW/SE/SW	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	<b>MARINA</b>			
28	<b>Blanco Road/Research Drive</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: SB(lt)/SB(rt); Street Name Signs: NE/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
29	<b>Blanco Road/Reservation Road</b>			
	Luminaires: NE/NW/SW/SE; Flashing Beacon: First/Second; Street Name Signs: NW/SW/SE	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	<b>SUBTOTAL 29:</b>	\$2,900/\$34,000	\$2,987/\$35,844	\$3,074/\$36,888
	<b>FUTURE TRAFFIC SIGNALS</b>			
1	Constitution Boulevard/Natividad Hospital Driveway	\$100.00/ \$1,200.00	\$103.00/ \$1,236.00	\$106.00/ \$1,272.00
	<b>SUBTOTAL 1:</b>	\$100/\$1,200	\$103/\$1,236	\$106/\$1,272
	<b>FLASHING BEACONS (INDEPENDENT)</b>			
1	Carmel Valley Road near Country Club Drive			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.44/ \$509.23
2	Carmel Valley Road e/o Boronda Road			
	<u>EB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.44/ \$509.23

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.  
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)  
Department of Public Works, Facilities and Parks

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**ATTACHMENT A - PRICING SCHEDULE**

3	Castroville Boulevard e/o Elkhorn Road			
	<u>WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
4	Castroville Boulevard near Paradise Road			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
5	Dolan Road w/o Castroville Boulevard			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
6	Old Stage Road north of the City of Gonzales			
	<u>SB/EB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
7	Carmel Valley Road 500 ft north of Valley Greens Drive on the south side			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
8	River Road (3) between Gonzales River Road			
	<u>NB/SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
9	Russell Road between SH 101 & San Juan Grade Road			
	<u>EB(lt)/EB(rt)/WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
10	Maher Road between Echo Valley Road & Tarpey Road			
	<u>NB/SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
11	Salinas Road/Pajaro Middle School			
	<u>NB/SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
12	Salinas Road/Bishop Street Crosswalk			
	<u>NB/SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
13	San Juan Road/Murphy Curve			
	<u>EB/WB</u>	\$40.00/ \$480.00	\$41.20/ \$494.40	\$42.00/ \$504.00
14	Sandholt Road 500 ft from Moss Landing Labs			
	<u>WB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
15	Harkins Road between City of Salinas Limits and Hunter Lane (2)			
	<u>SB</u>	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
	<b>SUBTOTAL 15:</b>	<b>\$600/\$7,200</b>	<b>\$615/\$7,380</b>	<b>\$630/\$7,560</b>
	<b>LUMINAIRES (Independent of Traffic Signals)</b>			
1	Davis Road over crossing of State Highway 183			
	Luminaires: NB1/NB2/NB3/SB1/SB2/SB3	\$12.00/ \$144.00	\$12.30/ \$147.60	\$12.60/ \$151.20
2	Salinas Road/Elkhorn Road			
	Luminaire: West side of roadway	\$2.00/ \$24.00	\$2.06/ \$24.72	\$2.10/ \$25.20
3	Jensen Road/Hilltop Road			
	Luminaire: South side of roadway	\$2.00/ \$24.00	\$2.06/ \$24.72	\$2.10/ \$25.20
4	Prunedale South Road/Reese Circle			
	Luminaire: East side of roadway	\$2.00/ \$24.00	\$2.06/ \$24.72	\$2.10/ \$25.20
5	Streetlights of Pajaro - Lewis Rd -Railroad-Bishop Street Neighborhood - Solar	\$2.00/\$24.00	\$2.06/\$24.72	\$2.10/\$25.20
6	Streetlights of San Lucas - Entire Neighborhood - (30) Solar	\$60.00/\$720.00	\$61.00/\$732.00	\$62.00/\$744.00
7	Castroville Blvd at Elkhorn Rd - Solar (2)	\$2.00/\$24.00	\$2.06/\$24.72	\$2.10/\$25.20

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.  
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)  
Department of Public Works, Facilities and Parks

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**ATTACHMENT A - PRICING SCHEDULE**

	<b>SUBTOTAL 7:</b>	\$82.00/\$984.00	\$83.60/\$1003.20	\$85.10/\$1,021.20
	<b>RADAR FEED BACK SIGNS</b>			
<u>1</u>	Blanco Road between Davis Road and Reservation Road (4)			
	NB1/NB2/SB1/SB2	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>2</u>	Blohm Ave between Aromas Road and Marcus Street (1)			
	EB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>3</u>	Carpenteria Road			
	SB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>4</u>	Castroville Blvd e/o Elkhorn Road			
	WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>5</u>	Charter Oak Boulevard w/o Cathedral Oak Road (in Oak Hills) (1)			
	WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>6</u>	Crazy Horse Canyon Road between Dump Road and San Juan Grade Road (1)			
	EB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>3</u>	Las Lomas Drive between Hall Road and Overpass Road (1)			
	SB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>7</u>	Lewis Road between Salinas Road and Hayes Rd (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>8</u>	Portola Road by School			
	EB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>9</u>	Portola Road by Davenport Dr			
	WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>10</u>	Railroad Ave between Allison Road and Salinas Road (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>11</u>	San Juan Road between Allison Road and Salinas Road (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>12</u>	San Juan Road/Murphy Road (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>13</u>	San Juan Road between San Miguel Canyon Rd and Aromas Road (2)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>14</u>	STATE ROUTE 156 (between HWY 101 and HWY 1) (2 Radarfeedback signs)			
	EB/WB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>15</u>	Watkins Gate Rd (2)			
	NB/SB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
<u>16</u>	West Camp Street (2)			
	NB/SB	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
	<b>SUBTOTAL 16:</b>	\$680/\$8,160	\$697/\$8,364	\$714/\$8,568

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.  
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)  
Department of Public Works, Facilities and Parks

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**ATTACHMENT A - PRICING SCHEDULE**

	RECTANGULAR RAPID FLASHING BEACONS (RRFB)			
1	Carmel Valley Road at Chambers Lane	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
2	Carmel Valley Road at Village Drive	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
3	Castroville Boulevard/Collins Road	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
4	Castroville Boulevard/Elkhorn Rd	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
5	Merritt Street (SR183)/Crane Street	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
6	Ocean Road at Hatton Road (Carmel)	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
7	Rio Road/Via Nona Marie	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
8	Rogge Road/Bollenbacher Drive	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
9	San Juan Road at Salinas Road (Pajaro)	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
10	Salinas Road/Bishop Street (Pajaro Catholic Church Crossing)	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
11	Sandholt Road 500 ft from Moss Landing Labs	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
	<b>SUBTOTAL 11:</b>	<b>\$440/\$5,280</b>	<b>\$451/\$5,412</b>	<b>\$462/\$5,544</b>
	SCHOOL FLASHING BEACONS			
1	Russell Road at Van Buren Ave Salinas	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
2	Pesante Road at Prunedale Elementary School	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
3	Carpenteria Road between Aromas Road and Blohm Ave Aromas	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
4	Foothill Road for Mission School	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
5	Salinas Road at Pajaro Middle School	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
6	San Benancio Middle School on San Benancio Road	\$40.00/ \$480.00	\$41.00/ \$492.00	\$42.00/ \$504.00
	<b>SUBTOTAL 6:</b>	<b>\$240/\$2,880</b>	<b>\$246/\$2,952</b>	<b>\$252/\$3,024</b>
	TUNNEL LIGHTING & BRIDGE LIGHTING			
1	Carmel Valley Road at State Highway 1 Bike Tunnel			
	Luminaires:	\$24.00/ \$288.00	\$24.70/ \$296.40	\$25.00/ \$305.00
2	Castroville Pedestrian/Bike bridge			
	Luminaires: NB Bridge side 1/2/3/4/5/6 /SB Bridge side 7/8/9/10/11/12 and Bridge Lights	\$24.00/ \$288.00	\$24.70/ \$296.40	\$25.00/ \$305.00
3	Porter Drive Bridge/Pajaro River			
	Luminaires: NB Bridge side 1/2/3/4/5/6 Riverside/SB Bridge side 7/8/9/10/11/12 Riverside	\$24.00/ \$288.00	\$24.70/ \$296.40	\$25.00/ \$305.00
5	Robinson Canyon Road/Carmel Valley Road Tunnel			

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.  
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)  
Department of Public Works, Facilities and Parks



**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**ATTACHMENT A - PRICING SCHEDULE**

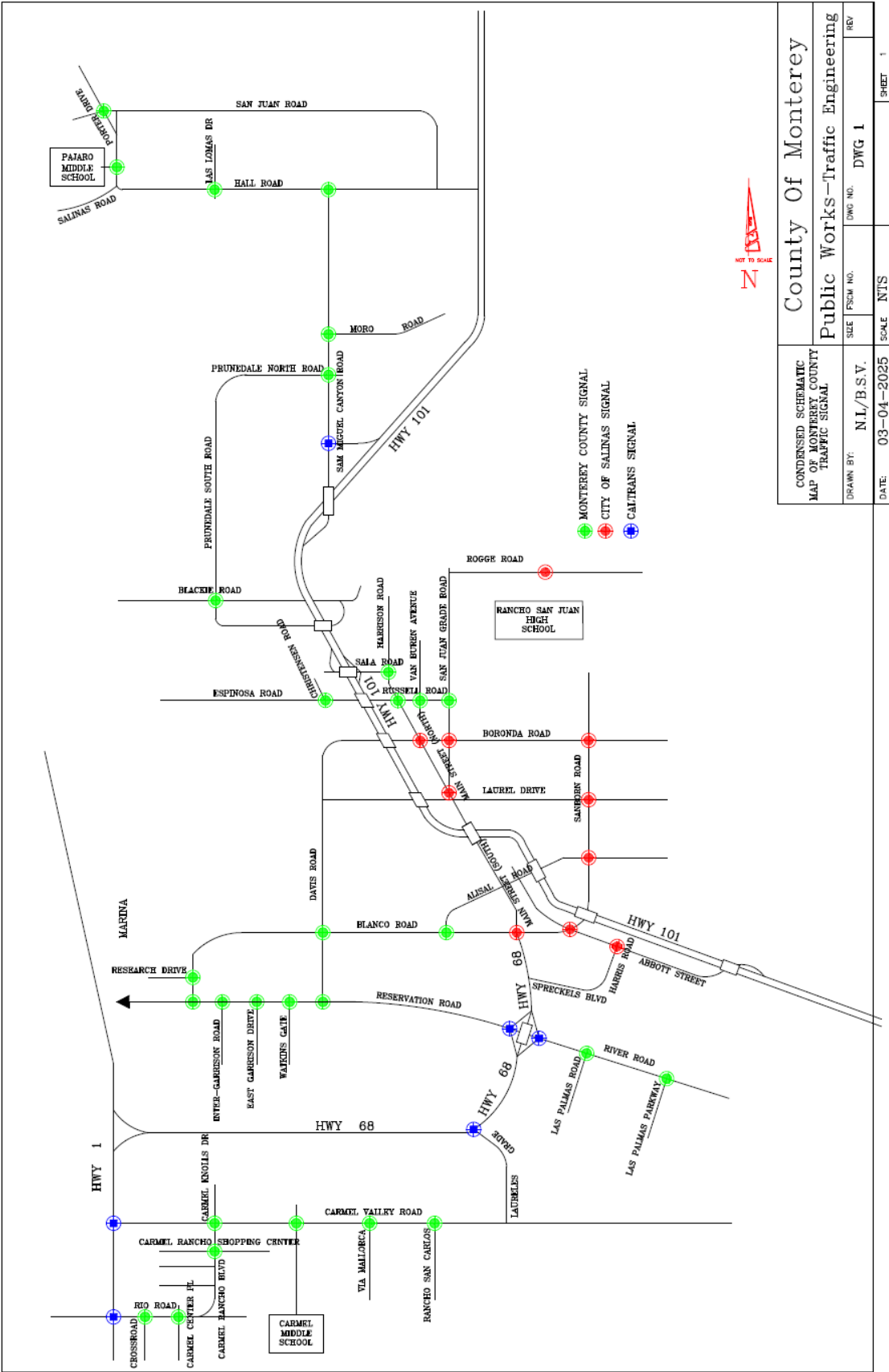
	NB 1/2/3/4/5/6/7/8/9/10/11/12/13/14/15/16	\$32.00/ \$384.00	\$32.90/ \$394.80	\$33.00/ \$396.00
	<b>SUBTOTAL 4:</b>	\$104/\$1,248	\$107/\$1,284	\$108/\$1,296
	<b>MAINTENANCE HOURLY RATE</b>			
1	STRAIGHT TIME, LEAD SIGNAL TECHNICIAN (Inside Wireman)	\$145.00	\$149.00	\$153.00
2	STRAIGHT TIME, SIGNAL TECHNICIAN (Inside Wireman)	\$135.00	\$139.00	\$143.00
3	STRAIGHT TIME, LABORER	\$105.00	\$110.00	\$112.00
4	STRAIGHT TIME, INDUCTIVE LOOP INSTALLER (1 loop)	\$750.00	\$750.00	\$750.00
5	SERVICE TRUCK, BUCKET	\$40.00	\$40.00	\$40.00
6	CRANE TRUCK	\$65.00	\$65.00	\$65.00
7	AIR COMPRESSOR	\$15.00	\$15.00	\$15.00
8	CONCRETE SAW	\$15.00	\$15.00	\$15.00
9	MATERIAL COST			
	<b>SUBTOTAL 9:</b>	15% \$1,270	15% \$1,283	15% \$1,293
	<b>ON-CALL REPAIR HOURLY RATE</b>			
1	ON-CALL MAINTENANCE, LEAD SIGNAL TECHNICIAN (Inside Wireman)	\$245.00	\$252.00	\$259.00
2	ON-CALL MAINTENANCE, SIGNAL TECHNICIAN (Inside Wireman)	\$235.00	\$242.00	\$250.00
3	ON-CALL MAINTENANCE, LABORER	\$143.00	\$147.00	\$150.00
4	ON-CALL MAINTENANCE, INDUCTIVE LOOP INSTALLER (1 loop)	\$750.00	\$750.00	\$750.00
	<b>SUBTOTAL 4:</b>	\$1,373	\$1,391	\$1,409
	<b>TESTING WHEN REQUESTED</b>			
1	Cabinets - 332 Cabinet, BBS Cabinets, Service Panels of any type	\$1,245.00	\$1,245.00	\$1,245.00
2	Controllers - 170E or 2070 Controller Units	\$625.00	\$625.00	\$625.00
3	Detection Equipment - Cameras, Loops, Video, Radar	\$625.00	\$625.00	\$625.00
4	Battery Backup System (BBS) - Batteries, Cabinets, Software, Controllers	\$625.00	\$625.00	\$625.00
5	Software - Internal Cabinet Equipment Software Upgrades	\$625.00	\$625.00	\$625.00
6	Safety Lighting and Signs - Illuminated Signs, RRFB, School Flashers, Radarfeedbacks, Tunnel Lights - knockdowns, vandalism, outages	\$625.00	\$625.00	\$625.00
7	Signals - Outages, Knockdowns, Timing adjustments	\$625.00	\$625.00	\$625.00
	<b>SUBTOTAL 7:</b>	\$4,995	\$4,995	\$4,995
	<b>TRAFFIC SIGNAL MAINTENANCE GRAND TOTAL:</b>	\$12,784.00/ \$61,752.00	\$12,958.60/ \$63,475.20	\$13,128.10/ \$65,173.20

Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc.  
Traffic Signal and Lighting Maintenance and On-Call Repair Services (RFP #10915)  
Department of Public Works, Facilities and Parks

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

ATTACHMENT B: ALL TRAFFIC SIGNAL AND LIGHTING MAINTENANCE LOCATIONS

County Traffic Engineering Team shall provide CONTRACTOR with a list of equipment locations that require monthly maintenance.



**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS****ATTACHMENT C: MONTHLY CHECKLIST**

Intersection: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Start Time: \_\_\_\_\_  
 End Time: \_\_\_\_\_

	Service Area	Status	Remarks
<b>A</b>	<b>Controller Cabinet</b>		
	Appearance – paint, dust, dents		
	Door Fit, Gasket		
	Condition of Locks		
	Fan/Thermostat Operations		
	Cabinet Light Switch		
	Removal of Graffiti		
<b>B</b>	<b>Controller</b>		
	Controller Front Panel Condition		
	Verify Timings & Coordination		
<b>C</b>	<b>Signal Standards</b>		
	Missing or damaged parts		
	Condition of Hardware		
	Hand Hole Covers in Place		
	Removal of Graffiti		
	Street Name Sign Condition		
	Strap Condition		
	Luminaire Condition		
<b>D</b>	<b>Detector/Flasher/Load Switch</b>		
	Are all Detectors Functioning		
	Check Flasher Function		
	Check Load Switch Function		
<b>E</b>	<b>Signal Heads</b>		
	Indication Functions		
	Light Output		
	PV Head Visibility/Alignment		
	Condition of Backplates/Visors		
<b>F</b>	<b>Pedestrian Pushbuttons</b>		
	Aimed Correctly		
	Visibility/Output (Flickering?)		
<b>G</b>	<b>Pedestrian Pushbuttons</b>		
	Placing Calls		
	Condition		
<b>H</b>	<b>Pull Boxes &amp; Covers</b>		
	Condition		
<b>I</b>	<b>Signs &amp; Striping for Signals</b>		
	Condition of Existing Signs		
	Missing Signs		
<b>COMMENTS:</b>			

Technician: \_\_\_\_\_  
 (Print Name)

Signature: \_\_\_\_\_

**ATTACHMENT D: MONTHLY INSPECTIONS**

**COUNTY OF MONTEREY**  
**MONTHLY ROUTINE MAINTENANCE LOCATIONS**

(07/18/2025)

County Traffic Engineering Team shall provide a list of equipment locations requiring monthly maintenance to CONTRACTOR

TRAFFIC SIGNALS AND RESPECTIVE ELECTROLIERS, FLASHING BEACONS,  
 RECTANGULAR RAPID FLASHING BEACONS (RRFB), AND ILLUMINATED STREET  
 NAME SIGNS, STREETLIGHTS, BRIDGE LIGHTS, TUNNEL LIGHTS

**Traffic Equipment Locations by Community**  
 (GIS Maps to be Provided)

**AROMAS**

Blohm Avenue	(Radar Feedback Sign)
Carpenteria Road	(Radar Feedback Sign)
San Juan Road and Murphy Road	(2 Flashing Beacons)
	(2 Radar Feedback Sign)

**CASTROVILLE**

Castroville Blvd at Elkhorn Road	(RRFB)
Castroville Blvd e/o Elkhorn	(Radar Feedback sign)
	(2 Solar Power Streetlights)
Merritt Street at Crane Street (Post Office)	(RRFB)

**CARMEL VALLEY**

Carmel Rancho Blvd. and Carmel Rancho Shopping Center Driveway	(Signal)
Carmel Valley Road and Carmel Rancho Blvd./Carmel Knolls Drive	(Signal)
Carmel Valley Road and Carmel Middle School Driveway	(Signal)
Carmel Valley Road and Rancho San Carlos Road	(Signal)
Carmel Valley Road 200ft west of Valley Greens Dr	(Flasher on Int Ahead Sign)
Carmel Valley Road and Via Mallorca	(Signal)
Carmel Valley Road and Boronda Road	(Int Conflict Warning Beacon)
Carmel Valley Road and Village Drive	(RRFB)
Carmel Valley Road and Chambers Lane	(RRFB)
Carmel Valley Road e/o State HWY 1	(Tunnel Lights)
Laureles Grade near Tierra Grande	(Int Warning Beacon)
Rio Road and Road "A" (Crossroads Shopping Center)	(Signal)
Rio Road and Carmel Center Drive	(Signal)
Ocean Avenue and Hatton Road	(RRFB)
Rio Road and Via Nona Marie	(RRFB)
Robinson Canyon Road Tunnel	(Tunnel Lights)

**LAS LOMAS**

Las Lomas Drive and Hall Road	(Signals)
-------------------------------	-----------

# EXHIBIT A - SCHEDULE OF SERVICES/PAYMENT PROVISIONS

## ATTACHMENT D: MONTHLY INSPECTIONS

### MOSS LANDING

Sandholdt Road	(RRFB)
Sandholdt Road Bridge	(Crosswalk Ahead Flasher)
Sandholdt Bridge	(Bridge Lighting)

### PAJARO

Bishop/Cayetano Street Neighborhood	(Solar Powered Streetlights)
Lewis Road between Salinas Rd and Hayes Rd	(2 Radar Feedback Signs)
Lewis Road between Salinas Rd and Hayes Rd	(2 Solar Powered Streetlights)
Jensen Road at Hilltop Road	(2 Tapco Flashing Signs)
Porter Drive and San Juan Road	(Signal)
Railroad Ave between Salinas Rd and Allison Rd	(2 Radar Feedback Signs)
Railroad Ave between Salinas Rd and Allison Rd	(3 Solar Powered Streetlights)
Salinas Road and Pajaro School	(Signal)
Salinas Road and Pajaro School	(2 School Zone Beacons)
Salinas Road and Bishop Street	(Overhead RRFB)
Salinas Road East of Werner Rd	(Flasher on Cross Traffic Sign)
Salinas Road West of Fruitland Rd	(Flasher on Cross Traffic Sign)
San Juan Road and Murphy Road 200 ft EB/WB	(2 Radar Feedback Signs)
San Juan Road between Allison Rd and Salinas Rd	(2 Radar Feedback Signs)

### PRUNEDALE

Blackie Road and Prunedale South	(Signal)
Castroville Blvd at Ped Bridge	(RRFB School)
Castroville Blvd before HWY 156	(Ped Bridge Lighting)
Castroville Blvd at Elkhorn Rd	(2 Solar Luminaires)
Castroville Blvd 200 ft S of Xwalk	(Crosswalk Ahead Flasher)
Castroville Blvd 200 ft N of Xwalk	(Crosswalk Ahead Flasher)
Castroville Blvd at Elkhorn Rd	(RRFB School)
Castroville Blvd e/o Elkhorn Rd	(Radar Feedback Sign)
Charter Oak Blvd S of Cathedral Oak Dr	(Radar Feedback Sign)
Crazy Horse Road by Don Chapin Dwy	(Radar Feedback Sign)
Dolan Road EB w/o Castroville Blvd	(Int Ahead Flashing Beacon)
Hall Road and San Miguel Canyon Road	(Signal)
HWY 156 SWB before Oak Hills Dr	(Radar Feedback Sign)
HWY 156 NEB before Cathedral Oak Dr	(Radar Feedback Sign)
Maher Road	(Flashing Beacon)
San Miguel Canyon Road and Prunedale North Road	(Signal)
San Miguel Canyon Road and Moro Road	(Signal)
San Miguel Canyon Road and Strawberry Road	(Flashing Beacon)

### SALINAS

Abbott Street and Harris Road	(Signal)
Blanco Road and Davis Road	(Signal)
Blanco Road EB/WB	(4 Radar Feedback Signs)
Blanco Road and Alisal Street	(Signal)
Christiansen Road 500 ft before Espinosa Road	(Signal Ahead Flashers)

**EXHIBIT A - SCHEDULE OF SERVICES/PAYMENT PROVISIONS**

**ATTACHMENT D: MONTHLY INSPECTIONS**

Espinosa Road and Christiansen Road	(Signal)
Harrison Road and Sala Road	(Signal)
Harrison Road and Russell Road	(Signal)
Harkins Rd before Hunter Lane	(2 Solar Flashing Beacons)
Portola Road by School	(Radar Feedback Sign)
Portola Road and Davenport Street	(Radar Feedback Sign)
Old Stage Road 1.6 Mi NE Associated Lane	(Curve Warning Beacons)
Reservation Road and Inter-Garrison Road	(Signal)
Reservation Road and East Garrison Road	(Signal)
Reservation Road EB before East Garrison Road	(Signal On Beacon)
Reservation Road EB before East Garrison Road	(Signal Ahead Beacon)
Reservation Road and Davis Road	(Signal)
Reservation Road and Davis Road	(2 Signal Ahead Beacons)
River Road north of Gonzales River Road	(3 Flashing Beacons)
River Road and Las Palmas Road	(Signal)
River Road and Las Palmas Parkway	(Signal)
Rogge Road at Bollenbacher Road	(RRFB) School
San Juan Grade Road and Russell Road	(Signal)

**MARINA**

Blanco Road and Reservation Road	(Signal)
Blanco Road and Research Drive	(Signal)
Watkins Gate Road	(Radar Speed feedback (2 Signs))
West Camp Street	(Radar Speed feedback (2 Signs))

**SAN LUCAS**

Various Locations (Map)	(30 Solar Powered Streetlights)
-------------------------	---------------------------------

**SOUTH COUNTY**

Old Stage Road e/o HWY 101	(Curve Warning Flashing Beacon)
----------------------------	---------------------------------

**FUTURE INSTALLS**

Carpenteria Road 50 ft S of Aromas Rd	(2) School Zone Flashers)
Foothill Road at Mission Elementary	(2) School Zone Flashers)
Pesante Road at Prunedale Elementary	(2) School Zone Flashers)
Hall Road at Sill Road	(RRFB School XWALK)
Rio Road at Oliver Road	(RRFB XWALK)
San Juan Road at Salinas Road	(RRFB XWALK)

**EXHIBIT B – INCORPORATION OF RFP #10915,  
ADDENDUM NO. 1 TO RFP #10915, AND PROPOSAL DOCUMENTS**

The County invited submittals to Request for Proposals (RFP) through RFP #10915, to provide traffic signal and lighting maintenance and on-call repair services at various locations within the County of Monterey. Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc. submitted a responsive and responsible Proposal to perform the services listed in RFP #10915. County selected Bear Electrical Solutions, LLC, By LLC Manager, MWE Buyer, Inc. to provide traffic signal and lighting maintenance and on-call repair services.

RFP #10915, Addendum No. 1 to RFP #10915, and the Proposal submitted by Bear Electrical Solutions, LLC By LLC Manager, MWE Buyer, Inc. are hereby incorporated into this Agreement by this reference.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

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

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 6400 S Fiddlers Green Cir Ste 2000 Greenwood Village CO 80111	<b>CONTACT</b> NAME: Luke Tellers PHONE (A/C, No, Ext): E-MAIL: Luke.Tellers@alliant.com ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Pacific Insurance Company, Lim INSURER B : Federal Insurance Company INSURER C : Chubb Indemnity Insurance Comp INSURER D : Executive Risk Indemnity Inc INSURER E : Allied World Assurance Company INSURER F : Sompo America Insurance Compan	<b>NAIC #</b> 10046 20281 12777 35181 19489 11126
<b>INSURED</b> Bear Electrical Solutions, LLC 1252 State St PO Box 924 Alviso CA 95002	License#: 0C36861 MWEGROU-01	

**COVERAGES****CERTIFICATE NUMBER:** 1331320034**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		54326856	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ \$10,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		54326858	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0314-6039 ELD30081220600	3/1/2025 3/1/2025	3/1/2026 3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	54326857	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability Professional Liability			34 CPI BC3213	3/1/2025	3/1/2026	Each Incident/Agg. \$3,000,000 Each Incident/Agg. \$3,000,000

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

The County of Monterey, its officers, officials, employees, agents, and volunteers are named as Additional Insureds with respect to General Liability, Auto Liability if required by written contract. General Liability is primary and any other insurance maintained by the Additional Insured is excess and non-contributory. Waiver of Subrogation applies to Workers Compensation if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey  
1441 Schilling Place, 2nd Floor  
Salinas CA 93901

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:**

**Endorsement Effective Date:** 3/1/2025

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

**Named Insured:**

**Endorsement Effective Date:** 03/01/2025

### SCHEDULE

**Name(s) Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT

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

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:**

**Endorsement Effective Date:** 03/01/2025

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT

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

**The Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<i>WHERE REQUIRED BY WRITTEN CONTRACT.</i>	<i>ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 54326856  
EFFECTIVE DATE: 03/01/2025

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<i>WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS</i>	<i>ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

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

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

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

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

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

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

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages for the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected Or Intended Injury

"Bodily injury" or "property damage" arising out of an act that:

- (1) Is expected or intended from the standpoint of the insured; or
- (2) Would be expected or intended from the standpoint of a reasonable person in the circumstances of the insured;

to cause "bodily injury" or "property damage", even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any person or organization may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or
- (4) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol in connection with any circumstances described in **c.(1)**, **(2)**, or **(3)** above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

For the purposes of this exclusion, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will not be deemed, in itself, to constitute the business of furnishing, selling or serving alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

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

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

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

**f. Pollution**

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



- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages for "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### **g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

#### **h. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

#### **j. Damage To Your Product**

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

#### **k. Damage To Your Work**

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

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

#### **l. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

#### **m. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

**n. Personal And Advertising Injury**

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

**o. Access To Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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

Exclusions **c.** through **m.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

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

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

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

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

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Advertising injury" or "personal injury" arising out of an offense committed by or on behalf of the insured, that:

(1) Is intended by such insured; or

(2) Would be expected from the standpoint of a reasonable person in the circumstances of such insured;

to cause injury.

**b. Publications With Knowledge Of Falsity**

"Advertising injury" or "personal injury" arising out of any electronic, oral, written or other publication of content or material by or with the consent of the insured:

(1) With knowledge of its falsity; or

(2) If a reasonable person in the circumstances of such insured would have known such content or material to be false.

**c. Prior Offenses**

"Advertising injury" or "personal injury" arising out of any offense first committed before the beginning of the policy period.

**d. Crime Or Fraud**

"Advertising injury" or "personal injury" arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured.

**e. Contracts**

"Advertising injury" or "personal injury" for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages:

- (1) That such insured would have in the absence of such contract or agreement; or
- (2) Assumed in a written contract or agreement that is an "insured contract", provided the "advertising injury" or "personal injury" to which this insurance applies is caused by an offense first committed after the execution of such contract or agreement.

**f. Breach Of Contract**

"Advertising injury" or "personal injury" arising out of breach of contract.

**g. Failure To Conform To Representations Or Warranties**

"Advertising injury" or "personal injury" arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

**h. Wrong Description Of Prices**

"Advertising injury" or "personal injury" arising out of the wrong description of the price of goods, products or services.

**i. Media Type Businesses**

"Advertising injury" or "personal injury" arising out of an offense committed by or on behalf of an insured whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to "personal injury" caused by an offense described in Paragraphs 21. a., b. and c. of the definition of "personal injury" under the Definitions Section.

**j. Internet Activities**

"Advertising injury" or "personal injury" arising out of:

- (1) Controlling, creating, designing or developing of another's Internet site;

- (2) Controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;

- (3) Controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or

- (4) Publication of content or material on or from the Internet, other than material developed by you to or at your direction.

**k. Continuing Offenses**

"Advertising injury" or "personal injury" that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- (1) This insurance; or
- (2) A subsequent, continuous renewal or replacement of this insurance, that:
  - (a) Is issued to you by us or by an affiliate of ours;
  - (b) Remains in force while the offense continues; and
  - (c) Would otherwise apply to "advertising injury" and "personal injury".

**l. Pollution**

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

**m. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**n. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## **COVERAGE C MEDICAL PAYMENTS**

### **1. Insuring Agreement**

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

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

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

#### **c. Injury On Normally Occupied Premises**

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

### **d. Workers Compensation And Similar Laws**

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

### **e. Athletics Activities**

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

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **COVERAGE FORM EXCLUSIONS**

The following exclusions apply to all Coverages in this Coverage Form and all endorsements attached to it.

### **1. Asbestos, Silica Or Similar Compounds, Including Mixed Dust**

a. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of:

- (1) "Asbestos";
- (2) "Silica"; or
- (3) "Mixed dust".

b. This insurance does not apply to any damages, loss, cost or expense arising, in whole or in part, out of any:

- (1) Demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess; or
- (2) Claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing;

the effects of "asbestos", "silica" or "mixed dust".

### **2. Employment-Related Practices**

This insurance does not apply to any damages, loss, cost or expense sustained at any time by:

a. Any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission,



policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

- (1) Arrest, detention or imprisonment;
- (2) Breach of any express or implied covenant;
- (3) Coercion, criticism, humiliation, prosecution or retaliation;
- (4) Defamation or disparagement;
- (5) Demotion, discipline, evaluation or reassignment;
- (6) Discrimination, harassment or segregation;
- (7) (a) Eviction; or  
(b) Invasion or other violation of any right of occupancy;
- (8) Failure or refusal to advance, compensate, employ or promote;
- (9) Invasion or other violation of any right of privacy or publicity;
- (10) Termination of employment; or
- (11) Other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.

- b. The brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph a. above, as a consequence thereof.

This exclusion applies:

- i. Whether the insured may be liable as an employer or in any other capacity; and
- ii. To any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

### **3. Enhancement, Maintenance Or Prevention Expenses**

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- a. Enhancement or maintenance of any property; or
- b. Prevention of any injury or damage to any:
  - (1) Person or organization; or
  - (2) Property you own, rent or occupy.

### **4. Fungi Or Bacteria**

This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of "fungi" or bacteria.
- b. Any damages, loss, cost or expense arising out of any:
  - (1) Demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess; or
  - (2) Claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing;

the effects of "fungi" or bacteria.

### **5. Information Laws, Including Unauthorized Or Unsolicited Communications**

This insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of:

- a. The United States of America CAN-SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- b. The United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- c. The United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction; or
- d. Any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

### **6. Intellectual Property Laws And Rights**

This insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:

- a. Assertion; or

**b. Infringement or violation;**

by any person or organization (including any insured) of any "intellectual property law or right".

Further, this insurance does not apply to the entirety of all allegations in any claim or "suit", if such claim or "suit" includes an allegation of or a reference to an infringement or violation of any "intellectual property law or right", even if this insurance would otherwise apply to any part of the allegations in the claim or "suit".

This exclusion applies unless the only infringement or violation of an "intellectual property law or right" is an offense described in the definition of "advertising injury" to which this insurance applies.

**7. Lead**

**a.** This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of "lead".

**b.** This insurance does not apply to any damages, loss, cost or expense arising, in whole or in part, out of any:

(1) Demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess; or

(2) Claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing;

the effects of "lead".

**8. War**

This insurance does not apply to any damages, loss, cost or expense, however caused, arising, directly or indirectly, out of:

**a.** War, including undeclared or civil war;

**b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

**1.** All expenses we incur.

**2.** Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

**4.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

**5.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

**6.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**7.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

**1.** If you are designated in the Declarations as:

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

**b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

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

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

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

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

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

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

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

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

No person or organization is an insured with respect to the:

a. Ownership, maintenance or use of any assets; or

b. Conduct of any person or organization whose assets, business or organization;

you acquire, either directly or indirectly, for any:

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

b. "Advertising injury" or "personal injury" arising out of an offense first committed;

in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

### **SECTION III – LIMITS OF INSURANCE**

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

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".



2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**; and
  - b. Damages under Coverage **A**, except damages for "bodily injury" or "property damage" included in the "products-completed operations hazard".
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages for "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. The Personal and Advertising Injury Aggregate Limit is the most we will pay for the sum of damages under Coverage **B**.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** for all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages for "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured for injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

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

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

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

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.
- 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.

#### **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 Or Waiver Of Rights Of Recovery Against Others To Us**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, 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.

This condition does not apply to Coverage C.

#### **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 an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
- b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;

- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

- (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
13. "Intellectual property law or right" means any:
- a. Certification mark, copyright, patent or trademark (including collective or service marks);
  - b. Right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
  - c. Other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
  - d. Other judicial or statutory law concerning piracy, passing off or similar practices.
14. "Lead" means the element lead in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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

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

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

17. "Mixed dust" means any combination or mixture of "asbestos" or "silica" and any other dust, fibers or particles, in any form, including any presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

20. "Personal and advertising injury" means:

- a. "Advertising injury"; or
- b. Personal injury".

21. "Personal injury" means injury, other than "bodily injury", "property damage" or "advertising injury", caused by an offense of:

- a. False arrest, false detention or other false imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- d. Electronic, oral, written or other publication of material that:
  - (1) Libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or

(2) Violates a person's right of privacy.

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

23. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

24. "Property damage" means:

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

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

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

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

25. "Silica" means silica in any form (including silicates or other similar silicon compounds), including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

26. "Suit" means a civil proceeding in which damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

29. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

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

**b. Includes:**

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

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

**30. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

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

POLICY NUMBER: 54326856  
EFFECTIVE DATE: 03/01/2025

COMMERCIAL GENERAL LIABILITY  
10-02-2461 (Ed. 7-15)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Additional Insured:**

**Location Of Covered Operations:**

WHERE REQUIRED BY WRITTEN CONTRACT

ALL LOCATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

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



### Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
	Policy Number Symbol: WCF Number: 54326857
Policy Period 03-01-2025 TO 03-01-2026	Effective Date of Endorsement 03-01-2025
Issued By (Name of Insurance Company) CHUBB INDEMNITY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### Schedule

#### WHERE REQUIRED BY WRITTEN

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

### Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
	Policy Number Symbol: WCF Number: 54326857
Policy Period 03-01-2025 TO 03-01-2026	Effective Date of Endorsement 03-01-2025
Issued By (Name of Insurance Company) CHUBB INDEMNITY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

### CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

#### Schedule

1. ☐ Specific Waiver

Name of person or organization:

☒ Blanket Waiver

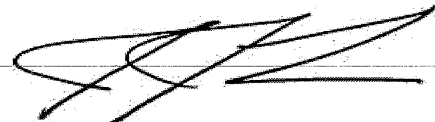
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0



Authorized Representative

### Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
	Policy Number Symbol: WCF Number: 54326857
Policy Period 03-01-2025 <b>TO</b> 03-01-2026	Effective Date of Endorsement 03-01-2025
Issued By (Name of Insurance Company) CHUBB INDEMNITY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

### UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

WHERE REQUIRED BY WRITTEN



Authorized Representative

### Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
	Policy Number Symbol: WCF Number: 54326857
Policy Period 03-01-2025 <b>TO</b> 03-01-2026	Effective Date of Endorsement 03-01-2025
Issued By (Name of Insurance Company) <b>CHUBB INDEMNITY</b>	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

### TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the schedule.

#### Schedule

1. ( ) Specific Waiver

Name of person or organization:

( X ) Blanket Waiver

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

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: [REDACTED]



Authorized Representative