



**CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/  
POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
REGULAR MEETING  
AGENDA**

**Tuesday, February 28, 2023**  
Regular Meeting – 5:00 p.m.

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted  
by 5:00 p.m. on Friday, February 24, 2023  
at the entrance to the Lancaster City Hall Council Chambers  
44933 Fern Avenue, Lancaster, CA 93534

***LEGISLATIVE BODY***

City Council/Successor Agency/Financing/Power/California Choice Energy Authority

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Darrell Dorris

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

## **AGENDA ITEMS TO BE REMOVED**

Sometimes it is necessary to remove items from the agenda. We apologize for any inconvenience this may cause you.

## **PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS**

Any person who would like to address the Legislative Bodies on any agendized item is requested to complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the agenda item you would like to discuss. Each person will be given an opportunity to address the Legislative Body at the time such item is discussed. Speaker cards are available at the rear of the Council Chambers and your speaker card must be filled out *prior* to the agenda item being called. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. *Individual speakers are limited to three (3) minutes each.*

Consent Calendar items under the Legislative Body may be acted upon with one motion, a second and the vote. If you desire to speak on an item or items on the Consent Calendar, you may fill out one speaker card for the Consent Calendar. You will be given three minutes, unless a different time limit is announced, to address your concerns before the Legislative Body takes action on the Consent Calendar.

## **CALL TO ORDER**

City Council/Successor Agency/Financing/Power/California Choice Energy Authority

## **ROLL CALL**

City Council Members /Agency Directors /Authority Members: Dorris, Malhi, Mann;  
Vice Mayor/ Vice Chair Crist, Mayor/Chair Parris

## **INVOCATION**

Pastor Jeff Munive, Grace Reformed Church

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS**

1. Recognition of Sergeant Lance Jordan  
Presenters: Jason Caudle, City Manager, and Andrew Noga, Code Enforcement & Emergency Management Manager
2. Recognition of City of Lancaster Public Safety Department Staff  
Presenter: Rodrick Armalin, Public Safety Director

## **COUNCIL ACTIONS**

CITY OF LANCASTER, CALIFORNIA

CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY

REGULAR MEETING AGENDA – TUESDAY, 02/28/2023

## CONSENT CALENDAR

**CC 1.** Waive further reading of any proposed ordinance. (This permits reading the title only in lieu of reciting the entire text.)

**CC 2.** Approve the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of February 14, 2023.

**CC 3.** Check Registers – January 22, 2023, through February 11, 2023

Recommendation(s):

Approve the Check and Wire Registers for January 22, 2023, through February 11, 2023, in the amount of \$8,761,942.34 as presented.

At each regular City Council Meeting, the City Council is presented with a check and ACH/wire registers listing the financial claims (invoices) against the City for the purchase of materials, supplies, services, and capital projects issued the prior three to four weeks. This process provides the City Council the opportunity to review the expenditures of the City. Claims are paid via checks, Automated Clearing House (ACH) payments, or federal wires. The justifying backup information for each expenditure is available in the Finance Department.

**CC 4.** Monthly Report of Investments – January 2023

Recommendation(s):

Accept and approve the January 2023 Monthly Report of Investments as submitted.

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City's Comprehensive Annual Financial Report.

**CC 5.** Approval of Amendment No. 3 of the Maintenance Yard Security Services Agreement to Allikat, Inc., DBA ACME Asset Protection Services

Recommendation(s):

1. Approve Amendment No. 3 of the Maintenance Yard Security Services Agreement to Allikat, Inc., DBA ACME Asset Protection Services.

2. Authorize the City Manager, or his designee, to sign all documents.

The initial agreement for the Maintenance Yard Security Services was signed on January 29, 2020, with the first amendment signed February 3, 2021. Security services are used to patrol the parking lot and yard during off-work hours, and used to patrol during work hours in the parking lot only.

**CC 6. SPR 19-06 - Acceptance of Improvements (Sewer)**

Recommendation(s):

1. Approve the following developer-installed sanitary sewer and accept the sewer for maintenance by the City and for public use:

<u>Project No.</u>	<u>Private Contract No.</u>	<u>Location/Owner</u>
Site Plan Review No. 19-06	20-06	West Side of 20th Street West, North of Existing Pep Boys Store Owner: Saharan Real Estate Investments, LLC

2. Find that the City has complied with the California Environmental Quality Act. A Notice of Exemption was filed and posted on September 16, 2020.

The listed sanitary sewer has been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Senior Director - Development Services.

**CC 7. Final Map Approval - Parcel Map No. 83526 (Located on 6th Street East, South of Avenue L-12)**

Recommendation(s):

1. Approve the map and accept the dedications as offered on Parcel Map No. 83526, located on 6<sup>th</sup> Street East, south of Avenue L-12; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1 and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map and the dedications shown thereon.

2. Find that the approval of a map is not a project under California Environmental Quality Act (CEQA) Guideline Section 15378(b)(5) (CCR, Title 4, Chapter 3, Article 20).

On December 3, 2021, Development Services Department – Community Development Division approved Tentative Administrative Parcel Map No. 83526 for subdividing 2.48 acres into three parcels in the Heavy Industrial (HI) zone. The Final Map is in substantial conformance with the approved tentative administrative map. Parcel Map No. 83526 has been examined by the City Surveyor, is in substantial conformance with the approved tentative administrative map and is ready for Council approval. There are no required conditions of improvements and other associated entitlements for this subdivision.

**CC 8. Approval of Amendment No. 6 for RFP No. 697-18- Street Sweeping Services to SCA of CA, LLC**

Recommendation(s):

1. Approve Amendment No. 6 of Street Sweeping Services Agreement with SCA of CA, LLC., for RFP No. 697-18- Street Sweeping Services for six (6) months and to add prevailing wages to the contract.

2. Authorize the City Manager, or his designee, to sign all documents.

3. Find that this item is not a project under to the California Environmental Quality Act.

In October 2018, the City advertised a Request for Proposals for Street Sweeping Services. The scope included the sweeping of residential and all arterial streets twice per month and twenty-five (25) hours of special event sweeps at no additional cost to the City. An evaluation committee with staff from Development Services and Finance evaluated the proposals based on evaluation criteria identified in the Request for Proposal. These criteria are pricing, qualification of business, experience with similar services of this nature, references, and local preference. While Venco Power Sweeping, Inc. had the lowest price, CleanStreet, Inc. received the highest overall score. CleanStreet has over 25 years of experience providing street sweeping services to municipalities throughout the State. The company changed their name to SCA of CA, LLC. in 2022.

**CC 9. Lancaster Performing Arts Center Air Conditioning Installation**

Recommendation(s):

Allocate \$23,840 from the general fund balance to Account Number 101 12ZZ005924-LPAC AC to cover increased costs associated with RFQ 754-22 LPAC Air Conditioning Installation.

On May 24, 2022 City Council awarded RFQ 754-22 LPAC Air Conditioning Installation to Simco Mechanical Inc, in the amount of \$152,000.00 plus a 25% contingency. Due to the supply chain demand resulting in price increases, project cost was increased in August of 2022 to \$180,000, and again in January 2023 to \$194,400, exceeding the original project cost with contingency approvals. Total project cost with contingency is now \$213,840.

**CC 10. Ordinance No. 1101 of the City Council of the City of Lancaster enacting Lancaster Municipal Code Section 2.52.040 concerning senior specialist – Code Enforcement Title**

Recommendation(s):

1. Adopt **Ordinance No. 1101**, an ordinance of the City Council of the City of Lancaster enacting Lancaster Municipal Code Section 2.52.040 concerning senior specialist – code enforcement title.

2. Find that this item is not a project pursuant to the California Environmental Quality Act.

The City Council desires to clarify that the roles, responsibilities and duties ascribed to Code Enforcement Officers by the Lancaster Municipal Code, California Penal Code, California Health and Safety Code, California Business and Professions Code, California Labor Code, and any other law, rule or regulation pertaining to code enforcement officers will be fulfilled by personnel holding the title “Senior Specialist – Code Enforcement.”

**CC 11. SPR 15-03 - Acceptance of Improvements (Sewer)**

Recommendation(s):

1. Approve the following developer-installed sanitary sewer and accept the sewer for maintenance by the City and for public use.

<u>Project No.</u>	<u>Private Contract No.</u>	<u>Location/Owner</u>
Site Plan Review No. 15-03	15-01	Northwest corner Avenue H and Division Street Owner: PARC L and Holdings, LLC

2. Find that the City has complied with the California Environmental Quality Act. An Initial Study was approved by staff on June 4, 2015, and a Notice of Determination was filed and posted on June 24, 2015.

The listed sanitary sewer has been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Senior Director - Development Services.

## **COUNCIL REPORTS**

### **CR1. Council Reports**

#### **CALIFORNIA CHOICE ENERGY AUTHORITY**

No action required at this time.

#### **LANCASTER HOUSING AUTHORITY**

No action required at this time.

#### **LANCASTER FINANCING AUTHORITY**

No action required at this time.

#### **LANCASTER POWER AUTHORITY**

No action required at this time.

#### **LANCASTER SUCCESSOR AGENCY**

No action required at this time.

#### **CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

#### **CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT**

## PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

This portion of the agenda allows an individual the opportunity to address the Legislative Bodies on any item ***NOT ON THE AGENDA*** regarding City/Agency/Authority business and speaker cards must be submitted ***prior*** to the beginning of this portion of the Agenda. Please complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the subject you would like to address. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. State law prohibits the Legislative Body from taking action on items not on the agenda and your matter may be referred to the City Manager/Executive Director. ***Individual Speakers are limited to three (3) minutes each unless a different time limit is announced.***

## CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS

### CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) - two potential cases.
2. Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Antelope Valley Groundwater Cases Included Action:  
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co. Superior Court of California, County of Los Angeles, Case No. BC325201;  
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co. Superior Court of California, County of Kern, Case No. S-1500-CV-254-348;  
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster, Diamond Farming Co. v. Palmdale Water District  
Superior Court of California County of Riverside, consolidated actions; Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
4. Ramos v Patino, LASC Case No. MC027974
5. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
6. Brisa Mahoney, et al. v. City of Lancaster, et al., LASC Case No. 20STCV02556
7. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
8. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
9. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
10. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205
11. Davis v. State of California, LASC Case No. 19AVCV00805
12. Lancaster v. Netflix, et al., LASC 21STCV01881
13. Butts v. Lancaster, LASC 21STCP00389
14. Lancaster v. Rives

15. Myesha Lopez, et al. v. County of Los Angeles, et al. CDCA Case No. 5:21-cv-00290-JGB(SHKx)
16. Ortiz v. Lancaster, LASC Case No. 21AVCV00001
17. Aijala v. Lancaster, LASC Case No. 21STCV07841
18. Gardner v. Dominoids, LASC Case No. 21AVCV00186
19. Evans v. Lancaster, LASC Case No. 21AVCV00145
20. Bojorquez v. Lancaster, LASC Case No. 20AVCV00894
21. Arkey v. Lancaster, LASC Case No.20AVCV00816
22. Perez v. Lancaster, LASC Case No. 20AVCV00589
23. Serrano v. Los Angeles County et al. LASC Case No. 21AVCV00562
24. Jackson v. RE Schultz Construction et al. LASC Case No. 21AVCV00863
25. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
 Property: 3123-009-029  
 Agency negotiators: Allison Burns, Mike Livingston  
 Negotiating parties: Roger W. Pannier, Trustee of the Roger W. Pannier Revocable Trust, established April 25, 1988 as to an undivided ½ interest and Lorraine Prater, Trustee of the Prater Family Trust dated February 23, 1987, Lorraine Prater, Trustee of the Lorraine Alice Prater Survivors Trust dated October 8, 1993, Brian Lee Prater, Niel Howard Prater and Lloyd Bruce Prater, as their respective interest appear of record as to the remaining 1/2 interest  
 Under negotiation: Price and terms of payment  
  
 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
 Property: 3123-009-035  
 Agency negotiators: Allison Burns, Mike Livingston  
 Negotiating parties: Gholwan Mechammil and Insaf Mechammil, husband and wife as joint tenants  
 Under negotiation: Price and terms of payment  
  
 CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
 Property: 3125-021-002  
 Agency negotiators: Allison Burns, Mike Livingston  
 Negotiating parties: Ukani Enterprise Inc., a California Corporation  
 Under negotiation: Price and terms of payment
26. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
 Property: APNs 3123-001-062 and 3123-004-045  
 Agency negotiators: Trolis Niebla and Allison Burns  
 Negotiating parties: HD Development of Maryland Inc.,  
 Under negotiation: price and terms of payment  
  
 Property: APN 3123-003-099  
 Agency negotiators: Trolis Niebla and Allison Burns  
 Negotiating parties: Tane, LLC  
 Under negotiation: price and terms of payment



Property: APN 3123-003-100  
Agency negotiators: Trolis Niebla and Allison Burns  
Negotiating parties: The James Owen Fourr 2018 Revocable Trust  
Under negotiation: price and terms of payment

Property: APNs 3123-004-037 and 3123-004-038  
Agency negotiators: Trolis Niebla and Allison Burns  
Negotiating parties: Palmdale Grand Plaza, LLC  
Under negotiation: price and terms of payment

Property: APN 3123-004-048  
Agency negotiators: Trolis Niebla and Allison Burns  
Negotiating parties: Palmdale Grand Plaza, LLC  
Under negotiation: price and terms of payment

Property: APN 3123-004-047  
Agency negotiators: Trolis Niebla and Allison Burns  
Negotiating parties: Crowne Point Equity, LLC  
Under negotiation: price and terms of payment

Property: APN 3123-012-902  
Agency negotiators: Trolis Niebla and Allison Burns  
Negotiating parties: Lancaster School District  
Under negotiation: price and terms of payment

Property: APNs 3123-016-004 and 3123-016-005  
Agency negotiators: Trolis Niebla and Allison Burns  
Negotiating parties: J-4 Development LLC  
Under negotiation: price and terms of payment

Property: APN 3123-016-085  
Agency negotiators: Trolis Niebla and Allison Burns  
Negotiating parties: The Randall H. Kaufman 1998 Trust  
Under negotiation: price and terms of payment

## **ADJOURNMENT**

Next Regular Meeting:  
March 14, 2023 at 5:00 p.m.

## **MEETING ASSISTANCE INFORMATION**

In compliance with the Americans with Disabilities Act, this meeting will be held at a location accessible to persons with disabilities; if you need special assistance to participate in this meeting, please contact the City Clerk at (661)723-6020. Services such as American Sign Language interpreters, a reader during the meeting, and/or large print copies of the agenda are available. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing sign language interpreters, five or more business days notice is strongly recommended. For additional information, please contact the City Clerk at (661)723-6020.

## **AGENDA ADDENDUM INFORMATION**

On occasion items may be added after the agenda has been mailed to subscribers. Copies of the agenda addendum item will be available at the City Clerk Department and are posted with the agenda on the windows of the City Council Chambers. For more information, please call the City Clerk Department at (661) 723-6020.

All documents available for public review are on file with the City Clerk Department.

CC 2
02/28/23
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**CITY COUNCIL/SUCCESSOR AGENCY/HOUSING/  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY  
AUTHORITY  
REGULAR MEETING  
MINUTES**

**Tuesday, February 14, 2023**

**CALL TO ORDER**

Mayor Parris called the meeting of the Lancaster City Council/Successor Agency/ Financing/ Power/California Choice Energy Authority to order at 5: 00 p.m.

**ROLL CALL**

PRESENT: City Council Members /Agency Directors /Authority Members: Malhi, Mann; Vice Mayor/Vice Chair Crist; Mayor/Chairman Parris

ABSENT: City Council Members /Agency Directors /Authority Member: Dorris

On a motion by Council Member Mann and seconded by Council Member Malhi, the City Council excused Council Member Dorris from the City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting of February 14, 2023, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Dorris

**STAFF MEMBERS:**

City Manager/Executive Director; Assistant City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant to the City Manager, Finance and Technology Director; Parks, Recreation and Arts Director; Development Services Director; Community Development Senior Manager; Real Estate & Economic Development Senior Manager

**INVOCATION**

Bishop Henry Hearn

**PLEDGE OF ALLEGIANCE**

Deputy Mayor Shawn Cannon

**PRESENTATIONS**

**MINUTES**

February 14, 2023

1. Recognition of Justice Sunday Volunteers:  
Presented by: Jason Caudle, City Manager, Nigel Holly, and Bishop Henry Hearn
2. Presentation by JCreppin' LLC  
Presented by: Brandon Coleman

Mayor Parris directed staff to meet with Brandon Coleman to discuss needs in further detail and report back to Council.

**CONSENT CALENDAR**

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council approved the Consent Calendar pulling item number CC 9 for separate discussion, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Dorris

Allison Burns, City Attorney advised Council regarding receipt of email received from Attorney, Mitchell M. Tsai regarding item number CC 9.

Addressing the Council at this time:

Shaun Miere-spoke in opposition of item number CC 9 and spoke in support of labor standards.

Joshua Christensen-spoke in opposition of item number CC 9 and requested adding local hire standards, affordable wages.

Discussion among Council and staff included clarification of the state mandated requirements and potential for community workforce agreement.

Nicolas Reyes- spoke in opposition of this item.

Mayor Parris directed staff to coordinate a joint Council meeting with the City of Palmdale within the next thirty (30) days to discuss a community workforce agreement.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council approved item number CC 9 as comprised, by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Dorris

Mayor Parris directed staff to coordinate meeting with the City of Palmdale within the next thirty (30) days to discuss a community workforce agreement.

**CC 1. ORDINANCE WAIVER**

Waived further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)

**MINUTES**

February 14, 2023

**CC 2. MEETING MINUTES**

Approved the City Council/Successor Agency/ Financing/Power/California Choice Energy Authority Regular Meeting Minutes of February 14, 2023.

**CC 3. CHECK REGISTERS – JANUARY 8, 2023, THROUGH JANUARY 21, 2023**

1. Approved the Check and Wire Registers for January 8, 2023, through January 21, 2023, in the amount of \$8, 014,883.82 as presented.
2. Found that the California Environmental Quality Act does not apply to this item.

**CC 4. RESOLUTION OF INTENTION TO RENEW THE DOWNTOWN LANCASTER PROPERTY AND BUSINESS IMPROVEMENT DISTRICT AND RESOLUTION AUTHORIZING “YES” VOTE ON CITY BALLOT**

1. Adopted **Resolution No. 23-10**, declaring its intention to renew the Downtown Lancaster Property and Business Improvement District (DLPBID).
2. Adoption of this Resolution will result in a public hearing on April 25, 2023, on the renewal of the Downtown Lancaster Property and Business Improvement District, and the levy of assessments on property owners.
3. Adopted **Resolution No. 23-11**, authorizing the City Manager, or his designee, to sign a ballot regarding City properties within the renewed Downtown Lancaster Property and Business Improvement District.
4. Authorized the City Manager, or his designee, to execute all related documents.
5. Found that this item is not a project pursuant to the California Environmental Quality Act.

**CC 5. TASK ORDER FOR MULTI-YEAR PROFESSIONAL SERVICES (SERVICE GROUP CATEGORY 10 - DRAINAGE, HYDROLOGY AND HYDRAULIC ENGINEERING) FOR CHANNEL IMPROVEMENTS BETWEEN 40TH STREET WEST AND 42ND STREET WEST FROM AVENUE N TO EXISTING BASIN (REFERENCE PWCP 24-007)**

1. Approved Task Order No. 1 with BKF Engineers, of Newport Beach, California, in accordance with the Multi-Year Professional Services Agreement, Service Group Category (SGC) 10 - Drainage, Hydrology and Hydraulic Engineering, to provide Design Services for Channel Improvements between 40th Street West and 42nd Street

**MINUTES**

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West from Avenue N to Existing Basin in the amount of \$224,323.00 plus a 10% contingency; and authorized the City Manager, or his designee, to sign all documents.

2. Found that the approval of a Task Order is not a project under California Environmental Quality Act (CEQA) Guideline Section 15378(b)(5) (CCR, Title 4, Chapter 3, Article 20).

**CC 6. AWARD OF BID – PWCP 20-005 – SR-138 (SR-14) / AVENUE J INTERCHANGE IMPROVEMENTS (PHASE II – CALTRANS INTERCHANGE)**

1. Recognized revenue of \$17,594,964.00 to Revenue Account 210-3320-100. Appropriated \$16,468,968.21 in Measure R “Highway Equity” Program funds to Account 210-15BR007-924.

2. Awarded PWCP 20-005, SR-138 (SR-14) / Avenue J Interchange Improvements (Phase II – Caltrans Interchange), to Granite Construction Company of Lancaster, California, in the amount of \$29,633,267.00 plus a 10% contingency, to install a full freeway interchange at Avenue J including new retaining walls, a northbound off-ramp and a southbound on-ramp. Authorized the City Manager, or his designee, to sign all documents. This contract is awarded to the lowest responsible bidder per California Public Contract Code Section 22038 (b).

3. Found that the City has complied with the California Environmental Quality Act. An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared, and a Notice of Determination was filed on September 19, 2018, and was posted September 19, 2019.

**CC 7. APPROVAL TO INCREASE THE INFINITY TECHNOLOGIES CONSULTING SERVICES PURCHASE ORDER PO #23-01086**

(a) Approved an increase to Infinity Technologies Consulting Services Purchase Order #23-01086

(b) Found that this item is not a “project” pursuant to the California Environmental Quality Act

**CC 8. ORDINANCE LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-1.**

1. Adopted **Ordinance No. 1099**, levying Special Tax within Community Facilities District No. 2021-1.

2. Found that the California Environmental Quality Act does not apply to this item.

**CC 9. VEHICLE MILES TRAVELED (VMT) IMPACT FEE MITIGATION PROGRAM**

**MINUTES**

February 14, 2023

1. Adopted **Ordinance No. 1100**, amending Title 15 (Buildings and Construction) of the Lancaster Municipal Code by adding Chapter 15.67 related to the Vehicle Miles Traveled (VMT) Impact Fee Mitigation Program.

**CC 10. APPROVAL OF THE FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH SIFI NETWORKS LANCASTER LLC**

1. Approved the First Amendment to the License Agreement, granting SiFi Networks Lancaster, LLC (SiFi) an additional two hundred ten (210) days to commence construction of their Citywide Fiber Optic Cable Installation.
2. Approved clarifying language regarding SiFi's exclusive rights to the area occupied by SiFi system elements.
3. Found that the California Environmental Quality Act does not apply to this item.
4. Authorized the City Manager to sign all documents.

**CC 11. APPROVAL OF A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH COHEN VENTURES, INC., DBA ENERGY SOLUTIONS FOR DEVELOPMENT OF THE LANCASTER COMMUNITY SOLAR PROGRAM**

1. Approved Amendment No. 2 to the Professional Services Agreement with Cohen Ventures Inc. (Energy Solutions) for the Development of the Lancaster Community Solar Program.
2. Extended the City's engagement with Energy Solutions for a period of twelve (12) months through February 2024.
3. Appropriated \$25,000.00 from Fund Balance Account No. 101-2900-000 to Account No. 101-4791-301.
4. Found that the California Environmental Quality Act does not apply to this item.
5. Authorized the City Manager, or his designee, to execute all related documents.

**CC 12. REAL PROPERTY PURCHASE AND SALE AGREEMENTS**

1. Authorized the City Manager, with the concurrence of the City Attorney, to negotiate, finalize and execute a purchase and sale agreement with each property owner to acquire the properties identified in this staff report.

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2. Authorized the City Manager, with the concurrence of the City Attorney, to negotiate the purchase price of each parcel consistent with the appraised values set forth in this staff report, and the City Manager's authority set forth in the Municipal Code.
3. Authorized the City Manager, with the concurrence of the City Attorney, to execute a purchase and sale agreement, grant deed and such other documents as may be necessary to transfer said properties to Antelope Valley Transit Authority in exchange for full reimbursement of the City's costs.
4. Made findings that the transfer of these properties to Antelope Valley Transit Authority by the City is exempt from the Surplus Land Act pursuant to Government Code 54221(f)(1)(D), because the City is transferring the property to another public agency for that public agency's use.
5. Found that this item is not a project pursuant to the California Environmental Quality Act.

**CC 13. RESOLUTIONS TO RECONFIRM THE APPROPRIATION OF FUNDS FROM THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT**

1. Adopted **Resolution No. 23-12**, reconfirming the City Council's determinations related to Restaurant Rescue Package and the Shop More in Lancaster Holiday Program as valid municipal affairs.
2. Adopted **Resolution No. 23-13**, reconfirming the City Council's determinations related to the Shop Local, Shop Lancaster Program, as a valid municipal affair.
3. Found that this item is not a project pursuant to the California Environmental Quality Act.

**CC 14. APPLICATION FOR STATE OF CALIFORNIA CALHOME PROGRAM FUNDS**

1. Adopted **Resolution No. 23-14**, authorizing the submittal of an application to the California State Department of Housing and Community Development for funding under the CalHome Program; the execution of a standard agreement if selected for such funding and any amendments thereto; and any related documents necessary to participate in the CalHome Program.
2. Authorized the City Manager, or his designee, to enter into a contract with Habitat for Humanity, if funded, to administer and implement the CalHome programs, in a form approved by the City Attorney.



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3. If funded, accept the CalHome grant award funds, and appropriate said funds into a CalHome Fund account number, to be created by Finance, for expenditure in accordance with the CalHome program.
4. Found that this item is not a project pursuant to the California Environmental Quality Act.

**CC 15. PROFESSIONAL SERVICES AGREEMENT – HYDROGEN STRATEGIC PLAN ADVISORS, GREEN GRID INC.**

1. The City Council approved a Professional Services Agreement with Green Grid Inc. (“GGI”) in an amount \$450,000. Authorized the City Manager, or his designee, to sign all documents.
2. Found that this item is not a project pursuant to the California Environmental Quality Act.

**NB 1. ORDINANCE NO. 1101 OF THE CITY COUNCIL OF THE CITY OF LANCASTER ENACTING LANCASTER MUNICIPAL CODE SECTION 2.52.040 CONCERNING SENIOR SPECIALIST – CODE ENFORCEMENT TITLE**

Allison Burns, City Attorney presented the staff report in this item.

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council approved introduction of **Ordinance No. 1101**, an ordinance of the City Council of the City of Lancaster enacting Lancaster Municipal Code Section 2.52.040 concerning senior specialist – code enforcement title, and found that this item is not a project pursuant to the California Environmental Quality Act., by the following vote: 4-0-0-1; AYES: Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: Dorris

**CA 1. APPOINTMENT OF DEPUTY MAYOR**

Discussion among Council included inquiry into whether a Deputy Mayor may sit on other agencies.

Allison Burns, City Attorney advised Council on proper procedure to allow a Deputy Mayor represent on other agencies or boards.

On a motion by Mayor Parris and seconded by Vice Mayor Crist the City Council appointed Lauren Hughes as Deputy Mayor focusing on Transportation and found that the California Environmental Quality Act does not apply to this item, by the following

**MINUTES**

February 14, 2023

vote: 4-0-0-1; AYES: Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None;  
ABSENT: Dorris

**CR 1. COUNCIL REPORTS**

Vice Mayor Crist reported on the Los Angeles County Sanitation District meeting regarding rate increases.

Council Member Mann reported on Destination Lancaster citing two new members elected and grand opening of Fairfield Inn.

Council Member Malhi reported on the status of Medical Main Street.

**CALIFORNIA CHOICE ENERGY AUTHORITY**

No action required at this time.

**LANCASTER HOUSING AUTHORITY**

No action required at this time.

**LANCASTER FINANCING AUTHORITY**

No action required at this time.

**LANCASTER POWER AUTHORITY**

No action required at this time.

**LANCASTER SUCCESSOR AGENCY**

No action required at this time.

**CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

Jason Caudle announced upcoming events such as the Poppy Festival to be held April 21<sup>st</sup> through April 23<sup>rd</sup>. The City Manager also announced various programs available at the Lancaster Community Center.

Mayor Parris inquired about the average daily count of citizens using the Lancaster Community Center.

Deputy Mayor Dr. Stock reported on COVID-19, influenza and RSV infections in kids. He also discussed upcoming virtual townhall regarding fentanyl issues.

**CITY CLERK /AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT**

**MINUTES**

February 14, 2023

The City Clerk provided the public with the procedure to address the City Council/Successor Agency/Authority regarding non-agendized items.

**PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS**

Addressing the City Council at this time:

Glenda Potts-discussed construction and landscaping issues near Desert Winds High School.

Lopez Valdez- discussed identity theft issues and custody issues.

Victor Schermerhorn-discussed enforcement and parking issues.

Wendell Cuffy-discussed issues at the Prime Desert Woodland Preserve and violators of posted rules.

**CITY COUNCIL/AGENCY/AUTHORITY COMMENTS**

No comment at this time.

**ADJOURNMENT**

Mayor Parris adjourned the meeting at 6:48 p.m. Mayor Parris stated that the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, February 28, 2023 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 28<sup>th</sup> day of February, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

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ANDREA ALEXANDER  
CITY CLERK

---

R. REX PARRIS  
MAYOR/CHAIRMAN

LANCASTER CITY COUNCIL/ SUCCESSOR AGENCY/HOUSING  
FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY  
**MINUTES**  
February 14, 2023

STATE OF CALIFORNIA            }  
COUNTY OF LOS ANGELES       }ss  
CITY OF LANCASTER            }

CERTIFICATION OF MINUTES  
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/ POWER/CALIFORNIA CHOICE  
ENERGY AUTHORITY

I, \_\_\_\_\_, \_\_\_\_\_ of the City of Lancaster,  
CA, do hereby certify that this is a true and correct copy of the original City Council/Successor  
Agency/Financing/ Power/California Choice Energy Authority Minutes, for which the original is  
on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, CA on this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(seal)

\_\_\_\_\_

**STAFF REPORT**  
**City of Lancaster**

CC 3
02/28/23
JC

Date: February 28, 2023  
To: Mayor Parris and City Council Members  
From: George N. Harris II, Finance Director  
Subject: **Check Registers – January 22, 2023, through February 11, 2023**

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**Recommendation:**

Approve the Check and Wire Registers for January 22, 2023, through February 11, 2023, in the amount of \$8,761,942.34 as presented.

**Fiscal Impact:**

\$8,761,942.34 as detailed in the Check Registers.

**Background:**

At each regular City Council Meeting, the City Council is presented with a check and ACH/wire registers listing the financial claims (invoices) against the City for the purchase of materials, supplies, services, and capital projects issued the prior three to four weeks. This process provides the City Council the opportunity to review the expenditures of the City. Claims are paid via checks, Automated Clearing House (ACH) payments, or federal wires. The justifying backup information for each expenditure is available in the Finance Department.

Check Nos.:	7432012-7432380	\$ 8,720,909.34
ACH/Wire Check Nos.:	101011813-101011813	\$ <u>41,033.00</u>
		\$ 8,761,942.34

Voided Check No.: 7432164  
Voided ACH/Wire No.: N/A

GH:sp

**Attachments:**

Check Register  
ACH/Wire Register

# City of Lancaster Check Register



From Check No.: 7432012 - To Check No.: 7432380  
 From Check Date: 01/22/23 - To Check Date: 02/11/23

Printed: 2/13/2023 10:41

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7432012	09179	ALLEN, MICHAEL	MA-PR DM-SCRMNT-01/31-02/03/23	241.50	101 4220256	241.50
7432013	11363	ALPHA BUILDERS LLC	GADSDEN COMMUNITY AC INSTALL	18,500.00	101 4622682	18,500.00
7432014	D4410	BARRUS, RYAN R	RB-WORK SOCKS REIMBURSEMENT	56.16	101 4634209	56.16
7432015	07556	BROWN, RYAN C	RB-PER DM RNCH CUC-1/31-2/3/23	224.00	480 4755201	224.00
7432016	C2060	CALIFORNIA WATER SERVICE	12/9/22-1/10/23 WATER SVC	64.33	482 4636654	64.33
7432017	D0775	CAUDLE, JASON	JC-PR DM-SAN DIEGO-2/8-10/23	185.00	101 4220256	185.00
7432018	08890	DE LA CRUZ, LARISSA	LD-PR DM-SAN DIEGO-2/8-10/23	185.00	101 4220256	185.00
7432019	10064	FLOTO, SEAN	SF-PR DM-RNCH CU-1/31-2/3/23	224.00	480 4755201	224.00
7432020	11200	FROM OUT OF FLORIDA INC	BALANCE-ROB SCHNEIDER-1/27/23	13,128.00	101 2177003	(1,872.00)
					101 4650318	15,000.00
				13,128.00		13,128.00
7432021	D4665	HARTANTO, LANY V	LH-PR DM-SCRMNT-1/31-2/03/23	241.50	101 4220256	241.50
7432022	11351	HAYES, RON	RH-PR DM-SCRMNT-1/31-2/3/23	241.50	101 4220256	241.50
7432023	10378	IGUARAN, VIRIDIANA	VI-PR DM-SCRMNT-1/31-2/3/23	241.50	101 4220256	241.50
7432024	08262	IMG ARTIST LLC	DEP-JAZZ AT LINCOLN -1/29/23	2,600.00	101 4650318	2,600.00
7432025	08262	IMG ARTIST LLC	BAL-JAZZ AT LINCOLN-1/29/23	9,851.00	101 2177003	(549.00)
					101 4650318	10,400.00
				9,851.00		9,851.00
7432026	D2700	L A CO TREASURE/TAX COLLECTOR	PRELIMINARY FEE CHP8-PROP SALE	274.00	101 4790340	274.00
7432027	1215	L A CO WATERWORKS	11/08/22-01/11/23 WATER SVC	18,257.21	101 4622654	142.46
					101 4631654	7,058.96
					203 4636654	498.33
					306 4300654	55.15
					482 4636654	10,502.31
				18,257.21		18,257.21
7432028	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN	LMPAF SALES/DONATNS-OCT-DEC 22	829.36	101 2102500	0.26
					101 2102500	6.16
					101 2102500	771.49

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 2175001	85.17
					101 4643235	(21.27)
					101 4643235	(12.45)
				829.36		829.36
7432029	D4428	MERINO, ALEXUS V	AM-PR DM-SAN DIEGO-2/8-10/23	185.00	101 4220256	185.00
7432030	10218	ORGANIC THERAPY COMPANY	12/22-COMMUNICABLE DISEASE CON	5,000.00	101 4431301	5,000.00
7432031	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 02/2023	636.66	101 2170200	636.66
7432032	1705	QUARTZ HILL WATER DISTRICT	11/30/22-12/31/22-WATER SVC	3,603.39	101 4620654	30.64
					101 4620682	44.36
					101 4634654	783.84
					203 4636654	753.01
					482 4636654	1,991.54
				3,603.39		3,603.39
7432033	03154	SO CA EDISON	12/01/22-01/09/23 ELEC SVC	190.05	203 4754652	42.46
					483 4754660	147.59
				190.05		190.05
7432034	03154	SO CA EDISON	12/06/22-01/09/23 ELEC SVC	7,913.26	101 4620652	1,239.46
					101 4633652	3,431.72
					101 4800403	1,458.66
					482 4636652	137.75
					483 4754660	1,645.67
				7,913.26		7,913.26
7432035	03154	SO CA EDISON	11/02/22-1/4/23 ELEC SVC	13,015.20	203 4754652	8,985.80
					480 4755652	565.46
					484 4755652	1,580.39
					485 4755652	1,054.53
					490 4250652	829.02
				13,015.20		13,015.20
7432036	11401	VIDES, JASON	JV-MLG RMBRSMNT-GLNDL-1/19/23	97.50	101 4410202	13.00
					101 4410203	84.50
				97.50		97.50
7432037	05749	A T & T MOBILITY	WIRELESS PHONE/SVC	287.41	112 4315651	287.41
7432038	00107	A V PRESS	12/22-ADS LEGAL	6,455.78	101 4210263	286.99
					101 4210263	286.99
					101 4210263	293.25
					101 4210263	306.54
					101 4210263	306.54
					101 4210263	313.58
					101 4210263	313.58

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
					101 4210263	345.64
					101 4210263	359.72
					101 4210263	359.72
					101 4210263	559.52
					101 4210263	938.40
					101 4770263	398.82
					101 4770263	398.82
					101 4770263	398.82
					101 4770263	588.85
			11/22-ADS A1 MAGICAL CHRISTMS	225.00	101 4649565	225.00
			12/22-ADS JUSTICE WEB	120.00	101 4649566	120.00
				<u>6,800.78</u>		<u>6,800.78</u>
7432039	07489	ACCESSO SHOWARE	PAC-12/22-TICKET/DONATN SALES	3,278.90	112 4315302	3,278.90
7432040	09972	AFFORDABLE HSG & DEV OF SOCAL	ADVISORY SVCS	8,415.00	306 4792301	8,415.00
7432041	00163	AMERICAN PUBLIC WORKS ASSN	APWA MBRSHR RENEWALS FY22/23	693.87	203 4752200	693.87
7432042	01933	AMERON	PW-ANC ROD-DOMESTIC	304.29	203 4754459	304.29
7432043	02693	ANDY GUMP, INC	OMP-FENCE RENTAL	44.98	101 4634602	44.98
7432044	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	569.73	203 4752410	569.73
7432045	D2995	ARTILLERY, LLC	MOAH-NOV/DEC 22 ADS	1,250.00	101 4653205	1,250.00
7432046	04446	AUTO PROS	EQ3758	50.00	111 4753207	50.00
7432047	07112	AV ACTION AIR INC	MLS-HEATER SVC/SNCK SHP/GRD RM	667.69	207 4633403	667.69
7432048	11391	BENSON, THERESA	REFUND PARKING CIT#30029990	70.00	101 3310200	70.00
7432049	06639	BOOT BARN INC	WF-STAFF WORK BOOTS/PANTS	441.52	101 4220209	441.52
			JP-STAFF WORK BOOTS/PANTS	461.38	101 4220209	461.38
			JC-STAFF WORK BOOTS/PANTS	560.52	101 4220209	560.52
			NB-STAFF WORK BOOTS/PANTS	406.72	101 4220209	406.72
			DC-STAFF WORK BOOTS/PANTS	299.61	101 4220209	299.61
			JL-STAFF WORK BOOTS/PANTS	265.88	101 4220209	265.88
			JT-STAFF WORK BOOTS/PANTS	202.32	101 4220209	202.32
			MU-STAFF WORK BOOTS/PANTS	188.50	101 4220209	188.50
				<u>2,826.45</u>		<u>2,826.45</u>
7432050	D0629	CA ASSOC OF CODE ENF OFFICERS	HOMELESSNESS WORKSHOP-TB	82.00	101 4245200	82.00
			MBR DUES-SCOTT O'CONNOR-ADD CR	65.00	101 4245200	65.00
			MBR DUES-SHANNON VEASLEY	36.00	101 4245200	36.00
			MBR DUES-SHANNON VEASLEY	36.00	101 4245200	36.00
				<u>219.00</u>		<u>219.00</u>



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7432051	11365	CAFE CON LECHE IMMGRTN & ED SV	RADIO INTERVIEW-N.HOLLY/J.SANC	1,350.00	101 4205205	1,350.00
7432052	06629	CALIFORNIA FENCING, INC	RECYCLING CENTER-CHAIN FNC RPR	500.00	101 4754404	500.00
7432053	06020	CANON FINANCIAL SERVICES, INC	MONTHLY COPIER CHARGES	390.01	101 4410253	390.01
7432054	10867	CITY & CO ENGINEERS ASSOC	RO-MEMBERSHIP DUES-2022	100.00	101 4771206	100.00
7432055	05830	CONVERSE CONSULTANTS	CP21014-PED GAP CLOSURE IMPVMN	188.00	210 15SW016924	188.00
7432056	07545	COSTAR REALTY INFORMATION INC	01/23-PROFESSIONAL SERVICES	1,292.17	101 4790301	1,292.17
7432057	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	12/22-SPECIALIZED LGAL SVCS-CD	1,732.50	101 4230301	1,732.50
			12/22-SPECIALIZED LGAL SVCS-CL	1,265.17	101 4230301	1,265.17
			12/22 SPECIALIZED LGAL SVCS-NS	68.99	101 4230301	68.99
			12/22-SPECIALIZED LGAL SVCS-WR	790.47	101 4230301	790.47
				<u>3,857.13</u>		<u>3,857.13</u>
7432058	04067	DELL MARKETING LP	LOGITECH BRIO 4K UHD WEBCAM	4,712.91	112 4315302	4,712.91
7432059	11045	DISCOUNT SPORTS RINGS	PARCS-SNOWMAN CHAMP RINGS	543.00	101 4641251	543.00
7432060	08839	DUKE ENGINEERING AND ASSOCS	CH RENOVATION PROJECT	4,000.00	701 11BS019924	4,000.00
7432061	11393	DUMKE, BRIAN	REFUND PARKING CITN #34032783	70.00	101 3310200	70.00
7432062	10911	EKC ENTERPRISES INC	LIC-BA-10Y	8,279.31	101 4800301	8,279.31
			LIC-BH-1Y/BH61-HW/SHIPPING	948.77	101 4800301	948.77
				<u>9,228.08</u>		<u>9,228.08</u>
7432063	10435	FOOTHILL COMMUNICATIONS INC	RADIO RENTALS(30)	11,990.25	101 4245230	11,990.25
7432064	11110	GO2ZERO STRATEGIES	TRANSPORT-CONSULTING SERVICES	7,146.50	101 4754301	2,175.00
					330 4781780	4,971.50
				<u>7,146.50</u>		<u>7,146.50</u>
7432065	08245	GOLDEN STATE LABOR COMPLIANCE	CP22003-2022 SPRING PVMNT PRGM	3,328.27	701 12ST047924	3,328.27
			CP22009-MOAH HVAC IMPRVMENTS	3,329.74	101 11BS042924	3,329.74
			CP22003-2022 SPRING PVMNT PRGM	3,328.27	701 12ST047924	3,328.27
				<u>9,986.28</u>		<u>9,986.28</u>
7432066	10888	GONZALEZ PROPERTY SVCS	MNTC YD-BUILDING CARPET CLNG	6,060.00	203 4752403	6,060.00
			LMS-FENCE REPAIRS VANDALISM	475.00	101 4630460	475.00
			LMS-WATER LEAK RPR-VANDALISM	565.00	101 4630460	565.00
			OMP-DRINKING FOUNTAIN	365.00	101 4634402	365.00
			RDP-GRAFFITI REMOVAL	685.00	101 4630460	685.00
			RDP-GRAFFITI REMOVAL	650.00	101 4630460	650.00
			LMS-CARPET CLNG&ODOR TRTMNT	675.00	101 4630460	675.00

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			606 STUDIOS PAINTING PROJECT	7,400.00	101 4651251	7,400.00
				16,875.00		16,875.00
7432067	10280	GRADY COMMUNICATIONS, LLC	VISION ZERO-LOGO CONCEPTS	900.00	101 4771301	900.00
7432068	03430	GRAINGER	VARIOUS	71.60	111 4753207	71.60
7432069	09217	GRAY QUARTER INC	ANNUAL WIZARD SUBSCRIPTION SVC	11,988.00	112 4315301	11,988.00
7432070	05822	H & H AUTO PARTS WHOLESale	MOP-68523970AA-OIL 0W40	137.99	111 4753214	137.99
7432071	11389	IBRAHIM, EHAB	REFUND PARKING CIT#34031656	70.00	101 3310200	70.00
7432072	09083	INT'L BUSINESS MACHINES CORP	INNOVATION PLATFORM-OPS/MAINT	405.43	490 4791301	405.43
7432073	A2594	INTERSTATE BATTERY SYS OF A V	VARIOUS	849.36	111 4753207	849.36
			EQ1511	205.31	111 4753207	205.31
			EQ3999	65.55	111 4753207	65.55
			EQ2386	133.15	111 4753207	133.15
				1,253.37		1,253.37
7432074	09369	INTERWEST CONSULTING GROUP INC	PERMIT TECHNICIAN SERVICES	12,642.50	101 4793301	12,642.50
7432075	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	9,262.50	101 4800301	9,262.50
			PLAN REVIEW/INSPECTION SVCS	7,662.50	101 4800301	7,662.50
				16,925.00		16,925.00
7432076	11382	JOHNSON, TYNEISHA	SECURITY DEPOSIT REFUND	500.00	101 3401805	500.00
7432077	01419	JOHNSTONE SUPPLY	X80-910 VENTR ASY	343.47	101 4651403	343.47
7432078	11383	JS FORENSIC CONSULTING, LLC	CLAIM#023-20/CLGL-1408A1	12,635.40	113 4230260	12,635.40
7432079	C8411	JULIE SUTTON PHOTOGRAPHY	BUSINESS HEADSHOT-G.HARRIS	297.68	101 4410301	297.68
7432080	11388	KC SUJAN	LCE-NEM 2022 ANNUAL PAYOUT	173.75	490 4250658	173.75
7432081	D1903	KERN MACHINERY INC-LANCASTER	JDC-GLOVES	108.93	482 4756208	108.93
7432082	05301	KIMBALL MIDWEST	STRAIGHT CUT SNIPS	41.86	203 4754208	41.86
7432083	1203	LANCASTER PLUMBING SUPPLY	LUC-CLOSET KIT-KIT REGAL	178.44	101 4633403	178.44
7432084	10609	LDM ASSOCIATES INC	12/22-CDBG ADMINISTRATION	7,114.50	361 4342301	7,114.50
7432085	D1736	LEVEL 3 COMMUNICATIONS LLC	01/23-INTERNET/DATA	3,774.19	112 4315651	3,774.19
7432086	08387	LOOMIS	12/22-ARMORED CAR SVC INLC EXC	1,395.97	101 4434301	1,395.97

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7432087	D3578	MINUTEMAN PRESS	A-FRAME INSERTS-JRP CHEST EMBROIDERY-FILM OFFICE CH-RENO SIGNS	144.98 93.67 663.71 <u>902.36</u>	101 4200205 101 4601251 701 11BS019924	144.98 93.67 663.71 <u>902.36</u>
7432088	11394	MITCHELL, ASHTON	AM-MAYOR'S SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7432089	01184	MONTE VISTA CAR WASH	VARIOUS	174.00	111 4753207	174.00
7432090	08562	NAPA AUTO PARTS	EQ1751 EQ3843 EQ3834 EQ7515 EQ2386	186.54 19.61 37.83 19.61 12.31 <u>275.90</u>	111 4753207 111 4753207 111 4753207 111 4753207 111 4753207	186.54 19.61 37.83 19.61 12.31 <u>275.90</u>
7432091	09464	NEXTRAQ LLC	VARIOUS	2,676.05	111 4753207	2,676.05
7432092	11254	NUNEZ, ARTURO	JUSTICE SUNDAY/ 4HR PHTGRPHR	352.80	101 4207205	352.80
7432093	05509	P A R S	ANN PART STMT FEES-HT-ARS05A 09/22-REP FEES 11/22-REP FEES	836.25 5,580.92 5,580.92 <u>11,998.09</u>	101 4220255 101 4220255 101 4220255	836.25 5,580.92 5,580.92 <u>11,998.09</u>
7432094	07249	PATRIOT PLUMBING	LCC-SNAKED OUT URNIAL MN RSTRM	172.50	101 4620403	172.50
7432095	09496	PAY PLUS SOLUTIONS	01/23-CALPERS MONTHLY CHARGES	327.00	101 4220255	327.00
7432096	10392	PEI	IT-AZURE FNDTN SSO SVCS IT-AZURE FNDTN SSO SVCS	4,209.50 1,683.80 <u>5,893.30</u>	112 4315302 112 4315302	4,209.50 1,683.80 <u>5,893.30</u>
7432097	11396	QUANTAY, BLAND	QB-MAYOR'S SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7432098	11392	RAHI, GURDEERP	REFUND PARKING CITN #33022785	434.00	101 3310200	434.00
7432099	11397	REDMOND, JASON	JR-MAYOR'S SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7432100	11395	ROJAS, IVAN	IR-MAYOR'S SCHOLARSHIP	1,000.00	106 4430200	1,000.00
7432101	11390	RUSSO, JACOB	REFUND PARKING CITN #33023899	117.00	101 3310200	117.00
7432102	03962	SAFETY KLEEN	AUTOMATIC PARTS WASHER	142.38	111 4753657	142.38
7432103	08337	SILVER LINING SOLUTIONS LLC	12/22-GENERAL SUPPORT	7,342.50	112 4315302	7,342.50
7432104	11398	SIMPLY STYLED SITES	MEETINGS/SASHA KRASUTSKA	1,403.73	261 4300771	1,403.73

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7432105	01816	SMITH PIPE & SUPPLY INC	OUTLET EMITTER/FLOW REGULATER FEM/ MALE ADAPTER/SS90/PIPE/CP PVC/REDHOTP/PRIMER PINT SHRUB ADAPTER/NOZ/SIDE STRIP	238.31 223.12 136.84 82.74 <u>681.01</u>	482 4756208 482 4756208 482 4756208 482 4756208	238.31 223.12 136.84 82.74 <u>681.01</u>
7432106	08725	STREAMLINE INTEGRATION	MISC MATERIAL-SYSTEM COMMISSIN	9,070.48	112 11BS019924	9,070.48
7432107	A1393	TEAMSTERS LOCAL 911	01/23 UNION DUES	3,270.00	101 2157000	3,270.00
7432108	D2568	TESLA, INC	CH-12/22 (42385.76 KWH) MTNC YD-12/22 (24453.00 KWH) OMP-12/22 (12,410.24 KWH) PAC-12/22 (13271.04 KWH) LMS-12/22 (22078.64 KWH)	4,238.58 2,445.30 1,241.02 1,327.10 2,207.86 <u>11,459.86</u>	101 4633652 101 4633652 101 4634652 101 4650652 101 4632652	4,238.58 2,445.30 1,241.02 1,327.10 2,207.86 <u>11,459.86</u>
7432109	2009	THE TIRE STORE	EQ7513 EQ1540 EQ5829	15.00 1,366.41 800.00 <u>2,181.41</u>	111 4753207 111 4753207 111 4753207	15.00 1,366.41 800.00 <u>2,181.41</u>
7432110	C5522	THOMSON REUTERS-WEST PMT CENTI	12/22-ONLINE SFTWR SBSCRPTN	1,214.40	101 4245301	1,214.40
7432111	04239	TIM WELLS MOBILE TIRE SERVICE	EQ3771 EQ3836 EQ3307 EQ3766 EQ5795 EQ8005	2,012.67 684.57 2,117.75 1,674.26 509.36 25.00 <u>7,023.61</u>	111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207	2,012.67 684.57 2,117.75 1,674.26 509.36 25.00 <u>7,023.61</u>
7432112	2003	TIP TOP ARBORISTS, INC	VARIOUS TREE TRIMMING/REMOVAL VARIOUS TREE TRIMMING VARIOUS TREE TRIMMING	2,672.25 1,086.75 3,018.75 <u>6,777.75</u>	203 4756267 482 4756267 483 4756267	2,672.25 1,086.75 3,018.75 <u>6,777.75</u>
7432113	05185	TRAFFIC & PARKING CONTROL CO	IWS CONTROLLER FIRMWARE	3,873.92	203 4754460	3,873.92
7432114	09947	TYLER TECHNOLOGIES INC	IMP REMOTE-FIN	2,960.00	112 4315301	2,960.00
7432115	C4011	UNITED RENTALS	GENERATOR/CORD/BOX TEMPOWER	399.11	101 4649566	399.11
7432116	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	337.26	203 4752410	337.26
7432117	10249	WE THE CREATIVE	OUTLOOK MAG-WINTER 2022 30TH ANNRSRY POPPY FSTVL LOGO	1,511.30 996.25 <u>2,507.55</u>	101 4205301 101 4205301	1,511.30 996.25 <u>2,507.55</u>

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7432118	05093	WESTERN EQUIPMENT SERVICE CO	PBP-HEATER REPLACEMENT	3,778.29	101 4631402	3,778.29
7432119	03154	SO CA EDISON	12/01/22-12/31/22 ELEC SVC	159,098.37	483 4754660	159,098.37
7432120	11028	BERKELEY RESEARCH GROUP LLC	FORMATION OF DENOVO BANK-PH 1	111,783.00	101 4200301	111,783.00
7432121	1916	STRADLING, YOCCA, CARLSON, RAUTH	11/22-LEGAL SVCS	73,849.11	101 4100303	6.00
					101 4100303	177.60
					101 4100303	444.00
					101 4100303	491.20
					101 4100303	947.20
					101 4100303	956.80
					101 4100303	2,823.80
					101 4100303	5,014.90
					101 4100303	6,375.20
					101 4100303	7,500.00
					101 4100303	11,905.96
					101 4100303	26,153.25
					113 4230303	5,373.20
					113 4230303	5,680.00
				73,849.11		73,849.11
7432122	C2434	VINSA INSURANCE ASSOCIATES	PRISM-WRK CMP FINAL ADT 21/22	75,640.00	101 2166500	75,640.00
7432123	C8559	AUNE, CHRIS	CA-PR DM-SAN ANTN-02/13-16/23	224.00	306 4792201	224.00
7432124	11341	BENERO, LAUREN	LB-MILG RMBRSMNT-1/14-20/23	99.29	101 4220256	99.29
7432125	C2060	CALIFORNIA WATER SERVICE	12/15/22-1/18/23 WATER SVC	933.93	482 4636654	933.93
7432126	11154	COA ASSOCIATES, LLC	TOUCHSCREENS FOR CONFERENCE RM	7,611.91	112 4315302	6,118.87
					112 11BS019924	1,493.04
				7,611.91		7,611.91
7432127	D1698	DOW, CHENIN	CD-PR DM-CARLSBAD-02/8-10/23	185.00	101 4790201	185.00
7432128	11403	GONZALEZ, ALEXANDRA	REIMBURSMENT-NOTARY EXAM-RTK	20.00	101 4245200	20.00
7432129	07201	HALL JR, CHARLES	01/23-SPORTS OFFICIAL	46.00	101 4641308	46.00
7432130	10672	HARRIS, GEORGE	GH-PR DM-CARLSBAD-02/08-10/23	185.00	101 4220256	185.00
7432131	1296	L A CO CLERK-ENVIRO FILINGS	NOD-FILING FEES-VMT IMPACT FEE	3,914.25	101 4770361	3,914.25
7432132	1215	L A CO WATERWORKS	11/14/22-01/23/23 WATER SVCS	23,941.64	101 4620654	330.04
					101 4631654	4,923.87
					101 4632654	3,436.81
					101 4633654	518.49

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					101 4650654	554.84
					101 4651654	556.61
					101 4800403	1,536.57
					203 4636654	3,785.44
					203 4752654	278.25
					306 4342654	946.91
					482 4636654	7,073.81
				23,941.64		23,941.64
7432133	10417	LANDIS, NICOLE	NL-PAINTS REIMBURSMENT	58.18	101 4635209	58.18
7432134	10417	LANDIS, NICOLE	NL-BOOTS REIMBURSMENT	153.79	101 4635209	153.79
7432135	03154	SO CA EDISON	12/17/22-01/17/23 ELEC SVC	34.19	483 4754660	34.19
7432136	03154	SO CA EDISON	12/21/22-01/22/23 ELEC SVC	136.75	482 4636652	136.75
7432137	03154	SO CA EDISON	12/05/22-01/19/23 ELEC SVC	707.35	101 4600603	65.02
					101 4633652	49.39
					101 4636402	43.02
					203 4636652	5.02
					203 4754652	88.34
					483 4754660	456.56
				707.35		707.35
7432138	1907	SO CA GAS COMPANY	11/26/22-01/23/23 GAS SVCS	30,521.29	101 4620655	4,350.36
					101 4631655	2,839.77
					101 4632655	10,211.48
					101 4633655	8,284.84
					101 4634655	1,891.93
					101 4635655	2,884.55
					306 4792655	58.36
				30,521.29		30,521.29
7432139	D0296	WATKINS, DONALD	DW-PR DM-SCRMNT-2/6-10/23	310.50	101 4754200	310.50
7432140	10209	1000BULBS.COM	STP-LED LIGHT BULBS	568.66	101 4631403	568.66
7432141	A9444	A V COMMUNITY CONCERTS ASSN	TCKT PRCD-JOHNNY CASH	7,009.85	101 2107000	9,488.80
					101 3405127	(2,197.50)
					101 3405302	(281.45)
				7,009.85		7,009.85
7432142	C0077	A V E K	BACTERIOLOGICAL TESTS (2)	20.00	101 4635301	20.00
7432143	00107	A V PRESS	01/21-2/11/23-AVP VALLEY PRESS	1,122.00	101 2176001	1,122.00
7432144	06294	A V WEB DESIGNS	02/23-MONTHLY HOSTING CHGS	99.95	112 4315301	99.95

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7432145	C6143	AMERICAN BUSINESS MACHINES	CH-PRINTER MAINTENANCE	1,076.00	112 4315291	1,076.00
7432146	D3147	AMERICAN PLUMBING SERVICES,INC	INCUBATOR ROOF LEAK	685.00	101 4636402	685.00
7432147	02693	ANDY GUMP, INC	RDP-FENCE RENTAL-1/20-2/16/23	33.74	101 4634602	33.74
7432148	09751	ARMSTRONG, ALVIN JR	01/23-SPORTS OFFICIAL	100.00	101 4641308	100.00
7432149	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE READY MIX CONCRETE	834.33 442.94 <u>1,277.27</u>	203 4752410 203 4752410	834.33 442.94 <u>1,277.27</u>
7432150	06738	ASPEN ENVIRONMENTAL GROUP	12/22-PROFESSIONAL SVCS	3,301.50	101 2185722	3,301.50
7432151	06440	AUTRY, SHAKIRA	01/23-SPORTS OFFICIAL	137.50	101 4641308	137.50
7432152	07112	AV ACTION AIR INC	PBP-RIDE BATHROOM A/C RPLCMT LMS-PUBLIC SAFETY HEATER RPRS	7,850.00 1,875.60 <u>9,725.60</u>	207 12AC009924 101 4632402	7,850.00 1,875.60 <u>9,725.60</u>
7432153	10227	AVEDGE	MEMBERSHIP-QTLY 08/01-10/31/22	37,500.00	101 4790206	37,500.00
7432154	C3061	BATES, JOE	01/23-SPORTS OFFICIAL	138.00	101 4641308	138.00
7432155	C9428	BEACON ATHLETICS LLC	RDP & LMS-BASEBALL FIELD SPPLS	3,286.56 <u>3,286.56</u>	101 4632404 101 4634404	657.31 <u>2,629.25</u> 3,286.56
7432156	08902	BUILDERS UNLIMITED CONSTRUCTRS	LNSC-TRASH ENCLOSURE ROOF MTL	15,400.00	207 12AC009924	15,400.00
7432157	10637	CA HYDROGEN BUSINESS COUNCIL	MBR-GOLD-CHBC 2022	7,500.00	101 4100206	7,500.00
7432158	11409	CANTRELL, RALPH	REFUND-PARKING FINE #34032802	434.00	101 3310200	434.00
7432159	A0377	CAPPO	MEMBERSHIP-03/01/22-02/28/23	560.00 <u>560.00</u>	101 4433206 101 4700206 111 4753200 203 4752200	140.00 140.00 140.00 <u>140.00</u> 560.00
7432160	00382	CARRIER COMMUNICATIONS	02/23-HAUSER MTN SITE RENT	654.32	101 4245350	654.32
7432161	04636	CAYENTA/N HARRIS COMPUTER CORP	2/23-CMS	5,840.00	112 4315302	5,840.00
7432162	11387	CISION US INC.	PUBLICATION FOR THE CITY	3,175.00	101 4100205	3,175.00
7432163	11154	COA ASSOCIATES, LLC	AT-AVA-EX70C-BP-KIT	1,984.50	112 4315302	1,984.50

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7432164	VOID					
7432165	C4489	COMCATE	AGREEMENT RENEWAL	5,416.95	112 4315302	5,416.95
7432166	05830	CONVERSE CONSULTANTS	CP21014-PED GAP CLOSURE IMPVMN	1,422.00	210 15SW016924	1,422.00
7432167	00794	CORRALES, RUDY	01/23-SPORTS OFFICIAL	138.00	101 4641308	138.00
7432168	00414	DESERT LOCK COMPANY	LPAC-SERVICE TRIP	189.64	101 4650403	189.64
			LAN UNIVERSITY-SERVICE TRIP	559.23	101 4633403	559.23
			LUC DOOR ACCESS & TROUBLESHOOT	110.00	101 4633403	110.00
				<u>858.87</u>		<u>858.87</u>
7432169	05473	DEWEY PEST CONTROL	IBP-12/22-PEST CONTROL	95.00	101 4636402	95.00
			LCC-12/22-PEST CONTROL	120.00	101 4620403	120.00
			MOAH-12/22-PEST CONTROL	110.00	101 4653301	110.00
			CC-12/22-PEST CONTROL	50.00	101 4651402	50.00
			LUC-12/22-PEST CONTROL	77.00	101 4633301	77.00
			MLS-12/22-PEST CONTROL	90.00	207 4633403	90.00
			WM-12/22-PEST CONTROL	76.00	101 4633301	76.00
			PAC-12/22-PEST CONTROL	50.00	101 4650301	50.00
			CH-12/22-PEST CONTROL	140.00	101 4633301	140.00
			MNTC YD-12/22-PEST CONTROL	139.00	101 4633301	139.00
			PAC-01/23-PEST CONTROL	50.00	101 4650301	50.00
			MTNC YD-01/23-PEST CONTROL	139.00	101 4633301	139.00
			LUC-01/23-PEST CONTROL	77.00	101 4633301	77.00
			CC-01/23-PEST CONTROL	50.00	101 4651402	50.00
			MOAH-01/23-PEST CONTROL	110.00	101 4653301	110.00
			LCC-01/23-PEST CONTROL	120.00	101 4620403	120.00
			IBP-01/23-PEST CONTROL	95.00	101 4636402	95.00
				<u>1,588.00</u>		<u>1,588.00</u>
7432170	09488	DODGE, DANI	MOAH ON THE MOVE12/22,1/23	1,000.00	101 4653251	1,000.00
			PAINTING FOR MUSEUM COLLECTION	994.68	101 4653272	994.68
			MOAH ON THE MOVE-JUSTICE SUNDY	500.00	101 4649566	500.00
				<u>2,494.68</u>		<u>2,494.68</u>
7432171	08839	DUKE ENGINEERING AND ASSOCS	ENGINEERING SPECS	4,535.00	207 12AC009924	4,535.00
7432172	05665	EGGERTH, DARRELL	01/23-SPORTS OFFICIAL	92.00	101 4641308	92.00
7432173	09614	ENCOMPASS CONSULTANT GROUP INC	CP24004-FRONTAGE RD. BUS STOP	562.50	207 11BS033924	562.50
7432174	09575	ENTERPRISE FM TRUST	HYDROGEN VEHICLE LEASE	6,587.86	111 4753752	2,714.58
					203 4752602	3,873.28
			PW-MONTHLY VEHICLE LEASE	11,342.97	111 4753752	3,223.60
					111 4753762	4,831.67
					203 4752602	3,287.70



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				17,930.83		17,930.83
7432175	C9406	ESTES, MAURICE	01/23-SPORTS OFFICIAL	46.00	101 4641308	46.00
7432176	11375	ETP, INC	GREAS TRAP & INTERCEPTOR RP&CO	950.00	101 4632403	950.00
7432177	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	85.80	101 4650212	85.80
			EXPRESS MAILINGS	37.64	101 4650212	37.64
				<u>123.44</u>		<u>123.44</u>
7432178	D3689	FIELDSTONE COMMUNITIES, INC	RMB-DRAINAGE IMPACT FEE	292.63	101 2140000	292.63
7432179	L1765	FLOYD, KYLE	LCE-NEM 2021 ANNUAL PAYOUT	107.48	101 2140000	107.48
7432180	06354	FRANK, PETER	FP-ESSAY FOR MARSIA-ALEX-CLARK	1,500.00	101 4653206	1,500.00
7432181	11200	FROM OUT OF FLORIDA INC	VIP-LIFT ROB SCHNEIDER	1,650.00	101 4650318	1,650.00
7432182	07369	FRONTIER COMMUNICATIONS CORP	11/25-12/24/22 TELEPHONE SVC	1,020.64	101 4633651	1,020.64
			12/25-01/24/23 TELEPHONE SVC	1,066.99	101 4633651	1,066.99
				<u>2,087.63</u>		<u>2,087.63</u>
7432183	10888	GONZALEZ PROPERTY SVCS	SANITIZING & DISINFECT SRVCS	985.00	101 4431301	985.00
			JRP-VANDALISM-GRAFFITI RMVL	560.00	101 4630460	560.00
			STP-GRAFFITI RMVL	460.00	101 4630460	460.00
			PBP-VANDALISM-PARTITION REPAIR	535.00	101 4630460	535.00
			PBP-VANDALISM-GRAFFITI RMVL	585.00	101 4630460	585.00
			AHP-VANDALISM-GRAFFITI RMVL	685.00	101 4630460	685.00
			WCP-LIGHT REPAIRS	530.00	101 4631402	530.00
			AHP-VANDALISM-GRAFFITI RMVL	690.00	101 4630460	690.00
				<u>5,030.00</u>		<u>5,030.00</u>
7432184	03430	GRAINGER	RUST PREVENTATIVE SPRAY PRIMER	1,497.44	203 4752502	1,497.44
7432185	C7863	GREEN SET, INC	MAGICAL BLVD-CHRISTMAS PROPS	9,735.08	101 4649565	9,735.08
7432186	11041	GUANDIQUE, JORGE MARIO	01/23-SPORTS OFFICIAL	230.00	101 4641308	230.00
7432187	03631	HARRIS & ASSOCIATES, INC.	AD ANNEX SVCS 01/23	2,328.79	480 4700301	183.50
					482 4700301	102.00
					483 4700301	618.32
					484 4700301	1,424.97
				<u>2,328.79</u>		<u>2,328.79</u>
7432188	11405	HAYES, JASMINE	01/23-SPORTS OFFICIAL	100.00	101 4641308	100.00
7432189	09095	HDL COREN & CONE	01/22-03/23-PROPERTY TAX SVCS	5,562.50	101 4432301	5,562.50
7432190	09341	HILLARD HEINTZE, LLC	HYBRID LAW ENF-CONSULTING SVCS	260.00	101 4820301	260.00

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7432191	C9535	HILLYARD/LOS ANGELES	LINER7-10GAL/LL24246W	528.90	101 4633406	528.90
7432192	11266	HUNT, TERELL	01/23-SPORTS OFFICIAL	46.00	101 4641308	46.00
7432193	10866	INSPECTOR PLAYGROUND	CPSI - PLAYGROUND SAFETY AUDIT	5,625.00	101 4630753	5,625.00
7432194	04439	JAM SERVICES	FLEET-REPLACEMENT LEDS	29,990.21	211 4754763	29,990.21
7432195	D2852	K B HOMES	RMB-DRAINAGE IMPT FEE-TR 61206	631.11	101 2140000	631.11
			RMB-DRAINAGE IMPT FEE-TR 61206	7,054.61	101 2140000	7,054.61
				<u>7,685.72</u>		<u>7,685.72</u>
7432196	1203	LANCASTER PLUMBING SUPPLY	LPAC-BATHROOM PARTS	59.54	101 4633403	59.54
7432197	10475	LANCASTER SUNRISE ROTARY	MEMBERSHIP DUE 22/23-CANDICE V	118.33	101 4771206	118.33
7432198	10162	LANDSCAPE CONNECTION GROUP	OMP-ADA CONCRETE IMPROVEMENTS	23,950.00	227 11ZZ004924	23,950.00
7432199	11139	LINE-X OF ANTELOPE VALLEY, INC	GRAFFITI TRUCK CAMPER SHELL	8,525.78	111 4753762	8,525.78
7432200	D3151	LNCSTR MUSEUM/PUBLIC ART FNDTN	LMPAF SALES/DONATNS-JUL-SEP 22	2,384.96	101 2102500	2,312.82
					101 2175001	169.92
					101 4643235	(60.84)
					101 4643235	(36.94)
				<u>2,384.96</u>		<u>2,384.96</u>
7432201	07086	LUCKY LUKE BREWING COMPANY	BEER-KEGGED-(6)	1,140.00	101 4649563	1,140.00
7432202	06431	MACKAY COMMUNICATIONS, INC	TOTAL AIR TIME & FEES 12/22	305.99	101 4245350	305.99
7432203	02261	MANN, KENNETH	KM-PR DM-LONG BEACH-9/7-9/22	185.00	101 4100201	185.00
7432204	06706	MCKISSIC, TEILDEN	01/23-SPORTS OFFICIAL	75.00	101 4641308	75.00
7432205	11408	MEJIA, MARTIN	REFUND-PMT22-02560	4,012.00	101 3201103	(1,023.75)
					101 3201103	(83.00)
					101 3201103	5,118.75
			REFUND-PMT22-03715	5,541.03	101 2172000	40.88
					101 2174000	1,092.06
					101 2179003	6.00
					101 3201103	(508.05)
					101 3201103	(83.00)
					101 3201103	1,912.06
					101 3201103	2,540.25
					101 3209100	445.23
				<u>9,553.03</u>	101 3210100	<u>95.60</u>
						<u>9,553.03</u>

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7432206	D3578	MINUTEMAN PRESS	2-FILMING SIGN	85.26	101 4207753	85.26
7432207	11342	MOMSHOUSEAV	PROJECT-ROCK GARDEN CRAFT	1,166.00	101 4620251	1,166.00
7432208	06513	ODYSSEY POWER CORP	LPAC GENERATOR-CAC CLN/TRM RPL	5,225.30	101 4633402	5,225.30
7432209	C7808	OPSEC SPECIALIZED PROTECTION	FOD-OPSEC SECURITY	1,456.00	101 4649563	1,456.00
7432210	05741	P P G ARCHITECTURAL FINISHES	JRP-VANDALISM-PAINT/SUPPLY	113.92	101 4630460	113.92
7432211	10708	PACIFIC UTILITY INSTALLATION	UTILITY CONSULTING	11,074.00	490 4791301	11,074.00
7432212	07249	PATRIOT PLUMBING	YUCCA-SERVICE CALL	300.00	101 4620403	300.00
			LAN BLVD-SERVICE CALL	1,399.50	101 4653403	1,399.50
			LAN BLVD-SERVICE CALL	944.50	101 4653403	944.50
			CH-SERVICE CALL-VALVES	172.50	101 4633403	172.50
				<u>2,816.50</u>		<u>2,816.50</u>
7432213	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	520.00	101 4820301	520.00
7432214	07968	PINNACLE PETROLEUM, INC	UNLEADED(5771) DIESEL(1799)	7,860.04	111 4753217	7,860.04
			UNLEADED(5771) DIESEL (1799)	20,394.20	111 4753217	20,394.20
				<u>28,254.24</u>		<u>28,254.24</u>
7432215	05532	PLAYPOWER LT FARMINGTON INC	TBP-VANDALISM-SLIDE REPAIR	749.53	101 4630460	749.53
7432216	L2505	PRADO, MARIA	LCE-NEM 2021 ANNUAL PAYOUT	77.42	101 2140000	77.42
7432217	06160	PRIME TIME PARTY RENTALS	WINTER CAMP BOUNCERS	1,000.00	101 4640270	1,000.00
7432218	09664	PROMO DOG, INC	AV WALLS PATCHES & TOTE	1,300.50	101 4649576	1,300.50
7432219	10987	RESIDENCE INN LANCASTER	CHANEY,MCCAIN,SHIELDS-10/22/22	519.93	101 4650257	519.93
			PAC-LDG-R. MCKINLEY 11/19/22	1,039.86	101 4650257	1,039.86
				<u>1,559.79</u>		<u>1,559.79</u>
7432220	07507	RESOURCE BUILDING MATERIALS	SCOOP WHITE/WILDCAT WHLBRW	381.56	203 4752410	381.56
			SCOOP-BURGANDY LAVA	117.97	203 4752410	117.97
				<u>499.53</u>		<u>499.53</u>
7432221	05412	RETAIL MARKETING SVCS, INC	12/22-SHOPPING CART RETRIEVAL	95.00	203 4752402	95.00
7432222	C3064	SANTOS, RENALDO	01/23-SPORTS OFFICIAL	230.00	101 4641308	230.00
7432223	06174	SHAWNS PAINTING	OMP-7/8 RESTROOMS	280.00	101 4630460	280.00
			MOAH CEDAR PAINT	5,500.00	101 4651251	5,500.00
				<u>5,780.00</u>		<u>5,780.00</u>

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7432224	07139	SITEONE LANDSCAPE SUPPLY LLC	HP-IRRIGATION TIMER	6,256.91	227 17GB001924	6,256.91
7432225	01816	SMITH PIPE & SUPPLY INC	OMP-BUBBLERS	46.29	101 4634404	46.29
			AHP-IRRIGATION SUPPLY	862.04	101 4631404	862.04
			JRP-IRRIGATION SUPPLIES	420.55	101 4631404	420.55
			JRP-IRRIGATION SUPPLY	420.55	101 4631404	420.55
			EDP-IRRIGATION SUPPLY	1.49	101 4631404	1.49
			OMP-BURLAP SHEETS	41.72	101 4634404	41.72
			PDW-PRIME LIGHTS	222.74	101 4634404	222.74
				<u>2,015.38</u>		<u>2,015.38</u>
7432226	10189	SPIRAL COMMERCIAL SVCS INC	12/22-FLIGHT SUPPORT	40,361.45	101 4820301	40,361.45
7432227	08177	TEKWERKS	02/23-REMOTE MONITORING	1,995.00	112 4315302	1,995.00
7432228	09316	TEKWERKS INTERNET	1/23-REMOTE MONITORING	4,664.19	112 4315651	4,664.19
7432229	09665	TERRACARE ASSOCIATES, LLC	01/23-MONTHLY MAINTENANCE	47,489.01	101 4620402	118.07
					101 4622301	2,677.50
					101 4631402	19,220.47
					101 4632402	1,106.69
					101 4633402	217.35
					101 4634402	11,162.97
					101 4635402	11,719.80
					101 4636402	439.30
					207 4633404	688.42
					207 4634402	138.44
			01/23-AVHS DIST MAIN	320.00	101 4633402	320.00
				<u>47,809.01</u>		<u>47,809.01</u>
7432230	05832	TESCO CONTROLS INC	BATTERY BACKUP (30)	34,535.81	211 4754763	34,535.81
7432231	04399	THE HOME DEPOT CREDIT SERVICES	SIMPLE GREEN	146.62	480 4755208	146.62
			18 GAL DS 30CT COMPACTOR	201.71	480 4755208	201.71
				<u>348.33</u>		<u>348.33</u>
7432232	10654	THE LIFEGUARD STORE	DECK MOUNTED BLOCK GASKET	250.50	101 4642251	250.50
7432233	05595	THE PHONE CONNECTION	CUSTON REQUEST/LABOR	110.00	101 4633651	110.00
7432234	09947	TYLER TECHNOLOGIES INC	IMP REMOTE-FIN	2,124.37	112 4315301	2,124.37
7432235	08812	UC FACTORS	WEG SOFTSTART INSTL PUMP	3,925.16	484 4755409	3,925.16
7432236	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	121.29	480 4755209	121.29
			UNIFORM CLEANINGS	124.94	480 4755209	124.94
				<u>246.23</u>		<u>246.23</u>

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7432237	C4011	UNITED RENTALS	LNSC-SOD CUTTER	604.18	101 4635602	604.18
7432238	31009	UNIVERSAL ELECTRONIC ALARMS	AHP-ALARM SERVICE	111.00	101 4631301	111.00
			AHP-ALARM SERVICES	111.00	101 4631301	111.00
			LNSC-ALARM	168.00	101 4635301	168.00
			TBP-ALARM	81.00	101 4631301	81.00
			LNSC-ALARM	81.00	101 4635301	81.00
			OMP-SHOP ALARM	81.00	101 4634301	81.00
			LRC-LOW MUSIC RM MOTION	190.00	101 4620403	190.00
				<u>823.00</u>		<u>823.00</u>
7432239	C7843	URBAN RESTORATION GROUP US INC	SOLVENTS FOR GRAFFITI	9,968.22	203 4752502	9,968.22
7432240	11320	US AIR CONDITIONING DISTRIBUTO	LPAC-IONIZED FILTERS	14,288.40	101 11BS022924	14,288.40
7432241	2228	VALLEY CONSTRUCTION SUPPLY INC	MATERIALS/SUPPLIES	213.83	203 4752410	213.83
7432242	C5428	VOLTZ COMMERCIAL REALTY ADVSRS	APPRAISAL REPORT	10,000.00	306 4792301	10,000.00
7432243	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	257.98	203 4752410	257.98
			COLD MIX	351.71	203 4752410	351.71
			COLD MIX	351.71	203 4752410	351.71
			COLD MIX	173.89	203 4752410	173.89
			COLD MIX	349.09	203 4752410	349.09
				<u>1,484.38</u>		<u>1,484.38</u>
7432244	31026	WAXIE SANITARY SUPPLY	AVTA-JANITORIAL SUPPLIES	1,704.34	207 4634406	1,704.34
			JANITORIAL SUPPLIES	72.73	101 4633406	72.73
			LNSC-JANITORIAL SUPPLIES	425.22	101 4635406	425.22
				<u>2,202.29</u>		<u>2,202.29</u>
7432245	D0298	WILLDAN FINANCIAL SERVICES	CFD FEASIBILITY/ FOR SERVICE	2,333.00	101 4200301	2,333.00
7432246	09201	XEROX FINANCIAL SERVICES LLC	12/27-01/26/23 LEASE PAYMENT	809.13	101 4410254	809.13
7432247	D3242	ZIMMER, DANIEL	01/23-SPORTS OFFICIAL	184.00	101 4641308	184.00
7432248	04380	BOWE CONTRACTORS, INC	CDP 21-08 CITY HALL RENOVATION	84,060.98	101 11BS019924	48,941.19
					150 2100003	(4,424.26)
					701 11BS019924	39,544.05
				<u>84,060.98</u>		<u>84,060.98</u>
7432249	04380	BOWE CONTRACTORS, INC	CDP 21-08 CITY HALL RENOVATION	429,713.28	150 2100003	(22,616.48)
					701 11BS019924	452,329.76
				<u>429,713.28</u>		<u>429,713.28</u>
7432250	1214	L A CO SHERIFF'S DEPT	09/22-LAW ENFORCEMENT SVCS	2,473,500.82	101 4820354	2,232,994.81
					101 4820355	240,506.01

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			11/22-LAW ENFORCEMENT SVCS	2,473,500.82	101 4820354	2,232,994.81
					101 4820357	240,506.01
				<u>4,947,001.64</u>		<u>4,947,001.64</u>
7432251	11293	PARKWOOD LANDSCAPE MAIN INC	12/22-LNDSCP MAINTENANCE PRGRM	151,918.50	203 4756264	23,963.29
					482 4756301	71,353.73
					482 4756401	5,861.49
					482 4756402	50,739.99
				<u>151,918.50</u>		<u>151,918.50</u>
7432252	09160	ST. FRANCIS ELECTRIC, LLC	11/22-SL&TS MAINTENANCE	24,226.50	483 4754460	11,204.34
					483 4754660	13,022.16
			11/22-SL&TS MAINTENANCE	17,200.00	203 4754461	17,200.00
			11/22-SL&TS MAINTENANCE	2,150.00	203 4754459	2,150.00
			11/22-SL&TS MAINTENANCE	6,500.00	483 4754460	6,500.00
			11/22-SL&TS MAINTENANCE	1,066.50	483 4754460	1,066.50
			11/22-SL&TS MAINTENANCE	2,541.00	203 4754461	2,541.00
			11/22-SL&TS MAINTENANCE	199.00	203 4754459	199.00
				<u>53,883.00</u>		<u>53,883.00</u>
7432253	07633	NIEBLA, TROLIS	TN-PR DM-CARLSBAD-2/8-10/23	185.00	101 4220256	185.00
7432254	10604	BICOASTAL PRODUCTIONS LLC	BAL & BUYOUT-FRVR MTN-2/11/23	5,615.00	101 2177003	(385.00)
					101 4650257	1,000.00
					101 4650318	5,000.00
				<u>5,615.00</u>		<u>5,615.00</u>
7432255	11381	COLLINS, SEDRIC	SC-MLG-HNTNGTN BCH-1/22-27/23	149.28	101 4800203	149.28
7432256	05387	COURSON, ROBERT	RC-PR DM-LIVERMORE-02/06-07/23	111.00	203 4752201	111.00
7432257	10511	DIAMOND FORD	FLEET-RPLCMNT-FORD 22 FORD 250	45,745.51	111 4753762	45,745.51
7432258	10511	DIAMOND FORD	FLEET-RPLCMNT-FORD 22-F150	46,398.87	111 4753762	46,398.87
7432259	D4419	HIX, SHELDON J	SH-PR DM-NEVADA- 02/15-17/22	172.50	480 4755201	172.50
7432260	11304	HUSBANDS, CRAIG	CH-MLG-HUNTINGTON-1/22-27/23	149.28	101 4800203	149.28
7432261	08262	IMG ARTIST LLC	DEP-STEP AFRIKA	4,600.00	101 4650318	4,600.00
7432262	1215	L A CO WATERWORKS	11/28/22-02/01/23 WATER SVC	2,904.26	101 4622654	57.29
					203 4636654	635.04
					482 4636654	2,211.93
				<u>2,904.26</u>		<u>2,904.26</u>
7432263	11280	NAJJAR, ESERALDA	EN-MLG-HUNTINGTON-01/22-27/23	149.28	101 4800203	149.28
7432264	10218	ORGANIC THERAPY COMPANY	01/23-COMMUNICABLE DISEASE CON	5,000.00	101 4431301	5,000.00

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7432265	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 03/2023	636.66	101 2170200	636.66
7432266	06160	PRIME TIME PARTY RENTALS	RENTALS-JUSTICE SUNDAY	3,993.00	106 4649566	3,993.00
7432267	11418	SHAHNAZARYAN, GILBERT	GAMA SECURITY DEP REFUND	20,000.00	101 3420170	20,000.00
7432268	03154	SO CA EDISON	12/28/22-01/26/23 ELE SVC	326.85	483 4754660	326.85
7432269	03154	SO CA EDISON	12/07/22-01/29/23 ELEC SVC	813.44	101 4622652	795.19
					306 4792652	18.25
				813.44		813.44
7432270	03154	SO CA EDISON	12/07/22-01/30/23 ELEC SVC	3,529.81	203 4754652	3,114.17
					483 4754660	415.64
				3,529.81		3,529.81
7432271	03154	SO CA EDISON	12/09/22-01/31/23 ELEC SVC	11,421.66	101 4632652	2,772.56
					101 4633652	4,116.75
					101 4634652	625.15
					101 4650652	2,502.72
					101 4790902	636.78
					203 4636652	3.69
					203 4754652	255.75
					483 4754660	508.26
				11,421.66		11,421.66
7432272	1907	SO CA GAS COMPANY	12/27/22-01/30/23 GAS SVCS	25,558.18	101 4600603	765.49
					101 4620655	1,765.00
					101 4631655	736.42
					101 4633655	9,201.59
					101 4650655	7,277.13
					101 4651655	4,717.28
					101 4800403	1,095.27
				25,558.18		25,558.18
7432273	11198	STEP AFRIKA! USA INC	BALANCE-STEP AFRIKA	18,400.00	101 4650318	18,400.00
7432274	D0617	STEWART, BENJAMIN	BS-FUEL-RMBSMNT-LV-01/17-19/23	142.47	480 4755201	142.47
7432275	D0617	STEWART, BENJAMIN	BS-PR DM-LAS VEGAS-02/15-17/23	172.50	480 4755201	172.50
7432276	D4572	VASQUEZ, JESSICA J	JV-REIMB-2022 1099-C FILING	135.00	101 4432259	135.00
7432277	06576	A V CHEVROLET	EQ3834	115.83	111 4753207	115.83
7432278	A5389	A V FAIR	10/22-WATCH & WAGER	2,359.69	101 2189000	2,359.69
			11/22-WATCH & WAGER	1,934.33	101 2189000	1,934.33
				4,294.02		4,294.02

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7432279	03854	A V JANITORIAL SUPPLY	MOAH-INTERIOR SOLID DOORS	1,537.99	101 4651251	1,537.99
7432280	08979	A V PEST CONTROL	LMS-PEST CONTROL SERVICES	275.00	101 4632301	275.00
			JRP-PEST SERVICE	110.00	101 4631301	110.00
			AHP-PEST SERVICE	85.00	101 4631301	85.00
			PBP-PEST SERVICES	95.00	101 4631301	95.00
			EDP-PEST SERVICES	65.00	101 4631301	65.00
			OMP-PEST CONTROL	190.00	101 4634301	190.00
			RDP-PEST CONTROL	65.00	101 4634301	65.00
				<u>885.00</u>		<u>885.00</u>
7432281	00107	A V PRESS	01/23-ADS LPAC PERFORMANCES	663.50	101 4650205	663.50
7432282	02357	A V TRANSIT AUTHORITY	SPONSORSHIP-2022 HOLIDAY DRIVE	30,000.00	101 4100205	30,000.00
7432283	06294	A V WEB DESIGNS	PAC 02/23-MONTHLY HOSTING CHGS	99.95	101 4650301	99.95
7432284	10165	ADT COMMERCIAL LLC	LMS-ALARM SERVICE	562.95	101 4632301	562.95
7432285	00127	ALL GLASS & PLASTICS LLC	JRP-VANDALISM-WINDOW REPAIR	630.25	101 4630460	630.25
7432286	D3147	AMERICAN PLUMBING SERVICES,INC	AHP-URINAL REPAIR	164.50	101 4631402	164.50
			LMS-TOILET & URINAL REPAIR	283.00	101 4632402	283.00
			LMS-HYDRO JET GREASE LINES	425.00	101 4632402	425.00
				<u>872.50</u>		<u>872.50</u>
7432287	02693	ANDY GUMP, INC	OMP-FENCE RENTAL	33.74	101 4634602	33.74
7432288	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE	779.20	203 4752410	779.20
7432289	04151	AXES FIRE INC	VARIOUS	352.00	111 4753207	352.00
7432290	D0629	CA ASSOC OF CODE ENF OFFICERS	MBR DUES-JACOB RODENBUCHER	100.00	101 4245200	100.00
7432291	05938	CENTERSTAGING LLC	PAC-BACKLINE EQUIPMENT	1,181.00	101 4650602	1,181.00
7432292	C2555	CHARTER COMMUNICATIONS HOLDING	01/11-02/10/23-BUSINESS TV	1,470.03	112 4315651	1,470.03
			02/01-02/28/23-BUSINESS TV	287.92	112 4315651	287.92
			01/26/23-02/25/23-BUSINESS TV	84.95	112 4315651	84.95
				<u>1,842.90</u>		<u>1,842.90</u>
7432293	08076	CIVICPLUS, LLC	MUNICODE PAGES	1,381.63	101 4210360	1,381.63
7432294	03475	CLARK AND HOWARD	EQ1742	115.00	111 4753207	115.00
			EQ3990	100.00	111 4753207	100.00
			EQ5709	100.00	111 4753207	100.00
			EQ5796	100.00	111 4753207	100.00
				<u>415.00</u>		<u>415.00</u>



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7432295	10309	CLIFTON LARSON ALLEN LLP	FY 21/22-AUDIT SVCS	7,350.00	101 4432304	7,350.00
7432296	11154	COA ASSOCIATES, LLC	EOC TV MNTNG & MTRX SWTCHR	6,048.11	101 4245350	6,048.11
7432297	03552	COASTLINE EQUIPMENT CO	EQ3785	72.82	111 4753207	72.82
7432298	08484	CONSOLIDATED ELECTRCL DIST INC	CEDAR 606-FRONT/BACK LIGHTS EX	1,196.21	101 4651404	1,196.21
7432299	05830	CONVERSE CONSULTANTS	CP21010-2021 FALL PVMNT MNGMNT	170.00	701 12ST045924	170.00
7432300	10983	COOKSEY'S LIFEGRD AND SWIM LLC	LIFEGUARD SVCS-01/16-31/22	2,188.75	101 4642301	2,188.75
7432301	11097	CORPORATE STREAMS	LTV-PRODUCTION SERVICES	24,583.33	101 4207301	24,583.33
7432302	03790	CRAFCO	CH-VIBRA PLATE WHEEK KIT	330.75	101 4630460	330.75
7432303	10127	CRUZ, MARIA	CLEAN'G SVC-45465 25TH ST E	350.00	101 2140000	350.00
7432304	04067	DELL MARKETING LP	DELL LATITUDE 5430 RUGGED LPTP	10,199.42	112 4315302	10,199.42
7432305	00414	DESERT LOCK COMPANY	CH-MASTER PAD LOCK	27.45	101 4633404	27.45
			OMP-GATE REKEY	179.30	101 4634402	179.30
			LPAC-SRVS TRIP-RP LOCK	90.00	101 4650403	90.00
				<u>296.75</u>		<u>296.75</u>
7432306	11209	DINO, PAUL	PARKING ENFORCEMENT-SRVC	320.00	101 4820301	320.00
7432307	01048	ECONOLITE CONTROL PROD INC	MEYERS CANS RESTOCK	15,710.64	483 4754660	0.01
			SIGNAL CABINET REPLACEMENT	9,803.43	483 4754660	15,710.63
				<u>9,803.43</u>	203 4754460	<u>9,803.43</u>
				25,514.07		25,514.07
7432308	10269	EMENHEISER, DAVID	AV-PHOTO COLLECTION	17,900.00	101 4200301	8,950.00
				17,900.00	101 4205301	8,950.00
				<u>17,900.00</u>		<u>17,900.00</u>
7432309	06857	ENTERTAINMENTMAX, INC	COMMISSION-YEAR OF BR-1/26/23	600.00	101 4650301	600.00
			COMMISSION-R SCHNEIDER-1/27/23	3,000.00	101 4650301	3,000.00
				<u>3,600.00</u>		<u>3,600.00</u>
7432310	D3240	FASTENAL COMPANY	PARCS-JANITORIAL SUPPLIES	12,750.72	101 4630460	901.77
					101 4631404	76.07
					101 4631406	2,882.25
					101 4632406	1,298.25
					101 4633406	3,079.47
					101 4634404	217.80
					101 4635406	2,300.08
					207 4634406	1,995.03

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				12,750.72		12,750.72
7432311	07124	FIRST AMERICAN DATA TREE, LLC	01/23-PROFESSIONAL SERVICES	400.00	101 4230301	400.00
7432312	D1793	FISH WINDOW CLEANING	LPAC-WINDOW CLEANING	313.00	101 4650403	313.00
7432313	10435	FOOTHILL COMMUNICATIONS INC	RADIO RENTALS(30)	600.00	101 4245350	600.00
7432314	08245	GOLDEN STATE LABOR COMPLIANCE	FB 729-20 CH RNV & MDRNZTN	2,596.24	701 11BS019924	2,596.24
			CP21011-SR AVE K INTER IMP PH1	1,955.20	210 15BR004924	1,955.20
			CP21014 PED GAP PVMNT CLSR IM	3,988.29	210 15SW016924	3,988.29
			CP21023 2021 LNDSCP RSTRTN PRJ	2,120.73	101 11ZZ005924	2,120.73
			CP22-003 22 SUMMER PVMNT MGMT	3,328.27	701 12ST047924	3,328.27
			CP22-004 22 SUMMER PVMNT MGMT	4,322.55	701 12ST048924	4,322.55
			CP 22-009 MOAH HVAC IMPRVMNTS	1,572.38	101 11BS042924	1,572.38
			PWCP22-010 LPAC IMPRVMNT	864.62	101 11BS022924	864.62
			FB 729-20 CH RENO & MODERNIZTN	2,596.24	701 11BS019924	2,596.24
			PWCP 21-011 AVE K INTRCHNG IMP	1,955.20	210 15BR004924	1,955.20
			PWCP21-014 PED GAP PAV CLS IMP	3,988.29	210 15SW016924	3,988.29
			CP21023 2021 LNDSCP RSTRTN PRJ	2,120.73	101 11ZZ005924	2,120.73
			CP22004-2022 SUMMER PVMNT MGMT	4,322.55	701 12ST048924	4,322.55
			CP22009 MOAH HVAC IMPRVMNT	3,144.76	101 11BS042924	3,144.76
			PWCP-22-010 LPAC IMPRVMNTS	864.62	101 11BS022924	864.62
				<u>39,740.67</u>		<u>39,740.67</u>
7432315	10888	GONZALEZ PROPERTY SVCS	LMS-CHAINLINK FENCE REPAIR VND	485.00	101 4630460	485.00
			CH-REMOVE HOLIDAY DECORATIONS	985.00	101 4633402	985.00
			MLS-RMV OLD NEWS PAPER BOXES	985.00	207 4633404	985.00
			AHP-VANDALISM-SANITIZE GAZEBO	1,280.00	101 4630460	1,280.00
			AHP-VANDALISM-GRAFFITI RMVL	460.00	101 4630460	460.00
			EDP-VANDALISM-GRAFFITI RMVL	765.00	101 4630460	765.00
				<u>4,960.00</u>		<u>4,960.00</u>
7432316	03430	GRAINGER	EQ3316	62.34	111 4753207	62.34
			EQ3854	980.65	111 4753207	980.65
				<u>1,042.99</u>		<u>1,042.99</u>
7432317	05822	H & H AUTO PARTS WHOLESALE	EQ3412	(372.35)	111 4753207	(372.35)
			EQ3836	93.34	111 4753207	93.34
			EQ8005	22.34	111 4753207	22.34
			EQ7515	17.07	111 4753207	17.07
			VARIOUS	85.33	111 4753207	85.33
			EQ5868	17.74	111 4753207	17.74
			EQ1521	52.10	111 4753207	52.10
			EQ3833	116.12	111 4753207	116.12
			EQ3991	737.72	111 4753207	737.72
			VARIOUS	162.13	111 4753207	162.13
			EQ7613	91.54	111 4753207	91.54
				<u>1,023.08</u>		<u>1,023.08</u>

# City of Lancaster Check Register



From Check No.: 7432012 - To Check No.: 7432380  
 From Check Date: 01/22/23 - To Check Date: 02/11/23

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7432318	00849	HAAKER EQUIPMENT CO	EQ3988	1,101.73	111 4753207	1,101.73
			EQ3988	367.57	111 4753207	367.57
			EQ3988	87.86	111 4753207	87.86
				<u>1,557.16</u>		<u>1,557.16</u>
7432319	819	HERC RENTALS INC	MOAH-RENTAL	603.84	101 4649576	603.84
			AV WALLS RENTAL	1,066.66	101 4649576	1,066.66
			CH-HOLIDAY LIFT RENTAL	386.70	101 4633602	386.70
			CH-HOLIDAY LIFT RENTAL	548.80	101 4633602	548.80
				<u>2,606.00</u>		<u>2,606.00</u>
7432320	11326	HIGH VOLT ELECTRIC	LPAC GENERATOR-PAYMENT #1	47,120.00	101 12ZZ006924	47,120.00
7432321	11402	HOLOSONICS	MOAH-AUDIO	6,728.88	101 4651251	6,728.88
7432322	07653	INBOUND DESIGN INC	WEB DESIGN/MAINT	325.00	490 4250301	325.00
7432323	09083	INT'L BUSINESS MACHINES CORP	IBM CONTRACT EXTENDED	3,149.32	101 4791308	3,149.32
7432324	A2594	INTERSTATE BATTERY SYS OF A V	EQ5858	101.17	111 4753207	101.17
			LNSC-BATTERY PAINT MACHINE	300.20	101 4635230	300.20
				<u>401.37</u>		<u>401.37</u>
7432325	A6448	JOHNSON CONTROLS INC	CH RENO-REPAIRS DUE CUT WIRE	1,508.00	101 4633403	1,508.00
7432326	06103	JUDGE NETTING, INC	OMP-HARDCOURT WINDSCREEN	21,002.10	101 11BS045924	21,002.10
7432327	A6451	K G G ELECTRIC INC	ACTVT EMRGY GENRT-LPAC/MOAH/CH	1,200.00	101 4245350	1,200.00
7432328	D1903	KERN MACHINERY INC-LANCASTER	LMS-GATOR KEYS	27.81	101 4632230	27.81
7432329	05301	KIMBALL MIDWEST	FENDER WASHER	181.36	203 4754455	181.36
			DOT PUSH-IN UNION	171.53	111 4753214	171.53
				<u>352.89</u>		<u>352.89</u>
7432330	L1126	KOWALSKI, ALEX	LCE-NEM 2021 ANNUAL PAYOUT	274.70	101 2140000	274.70
7432331	1214	L A CO SHERIFF'S DEPT	LCS-HOLIDAY PATROL SPECIAL EVN	21,285.73	101 4820355	19,537.53
					101 4820357	1,748.20
				<u>21,285.73</u>		<u>21,285.73</u>
7432332	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-01/23 WATER SVC	47.00	203 4756654	47.00
7432333	11412	LANDOWSKI, SARAH	SL-FIGURE MODEL-NUDE SESSION	200.00	101 4651251	200.00
7432334	10162	LANDSCAPE CONNECTION GROUP	SKT-VANDALISM-GRAFFITI REMOVAL	600.00	101 4630460	600.00
			MP-FIRE DAMAGE CLEANING	1,625.00	101 4630460	1,625.00
			MP-WALL REPAINT AND SOD LAYING	1,625.00	101 4630460	1,625.00

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			MNTC YD-PLUMBING	1,850.00	203 4752403	1,850.00
			JRP-GRAFFITI REMOVAL	600.00	101 4630460	600.00
				<u>6,300.00</u>		<u>6,300.00</u>
7432335	D1059	LEMON LEAF	CATERING-CUSTOM MENU-1/17/23	795.68	101 4653308	795.68
7432336	C1742	LIFESIGNS, INC	PAC-JF-ASL INTERPRETN-01/27/23	900.00	101 4650301	900.00
7432337	08387	LOOMIS	01/23-ARMORED CAR SVC INLC EXC	1,743.03	101 4434301	1,743.03
7432338	5191	LU'S LIGHTHOUSE, INC	VARIOUS	1,670.50	111 4753207	1,670.50
7432339	06966	MICHAEL BAKER INT'L INC	LANCASTER VMT MITIGATION-12/22 C. LANCASTER / 03252022	8,045.00 5,651.40 <u>13,696.40</u>	101 4770316 101 4770316	8,045.00 5,651.40 <u>13,696.40</u>
7432340	D3578	MINUTEMAN PRESS	BATTING CAGES-ATHLETICS UNIFRM CALPINE PUSH NOTICES CARDIGAN SWEATER (3) LNSC-ATHLETICS UNIFORMS	3,978.03 422.00 202.89 8,572.36 <u>13,175.28</u>	101 4641209 490 4250213 101 4210259 101 4645209	3,978.03 422.00 202.89 8,572.36 <u>13,175.28</u>
7432341	05773	MORRISON WELL MAINTENANCE	LNSC-MONTHLY TEST	200.00	101 4635301	200.00
7432342	08562	NAPA AUTO PARTS	EQ5796 EQ1513 EQ6818 EQ1511 EQ5722 EQ5507 EQ5837 EQ3763 EQ3846 SNGLE EDGE BLADES( 1) EQ5855 EQ1521 EQ5839	24.74 49.39 41.07 57.43 108.85 134.08 333.38 26.05 18.41 11.01 4.90 34.32 17.51 <u>861.14</u>	111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753207 111 4753214 111 4753207 111 4753207 111 4753207	24.74 49.39 41.07 57.43 108.85 134.08 333.38 26.05 18.41 11.01 4.90 34.32 17.51 <u>861.14</u>
7432343	09464	NEXTRAQ LLC	01/23-GPS MONITORING	2,676.05	111 4753207	2,676.05
7432344	D2634	O'REAR, JEFFREY R	02/23-PRODUCTION SERVICES	400.00	101 4649225	400.00
7432345	11261	ORTEGA, CARLOS	CO-ITEMS 1 & 2	200.00	101 4651251	200.00
7432346	06636	P & J ELECTRIC INC	OMP-INSTALL ELE OUTLET IN SHED STP-CABLE REPAIR	7,307.95 1,911.88 <u>9,219.83</u>	101 11BS045924 101 4631402	7,307.95 1,911.88 <u>9,219.83</u>

# City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7432347	05741	P P G ARCHITECTURAL FINISHES	LMS-YELLOW DECK PAINT	243.60	101 4632403	243.60
7432348	06984	PACIFIC DESIGN & INTEGRATION	01/23-BROADCAST MANAGER SVC	4,125.00	112 4315301	4,125.00
7432349	07249	PATRIOT PLUMBING	LNSC-WEST AC PLUMBING	1,800.00	101 4635402	1,800.00
			ESP-SHOWER REPAIRS	1,332.25	101 4631402	1,332.25
			LAN BLVD-SERVICE CALL	300.00	101 4653403	300.00
			LAN BLVD-SERVICE CALL	740.00	101 4650403	740.00
			LAN BLVD-SERVICE CALL	172.50	101 4650403	172.50
				<u>4,344.75</u>		<u>4,344.75</u>
7432350	11275	PODS ENTERPRISES, LLC	CONTAINER 07/02/22-08/01/22	223.90	101 4620251	223.90
			CONTAINER 08/02/22-09/01/22	223.90	101 4620251	223.90
			CONTAINER 09/02/22-10/01/22	223.90	101 4620251	223.90
			CONTAINER 10/02/22-11/01/22	223.90	101 4620251	223.90
			CONTAINER 11/02/22-12/01/22	223.90	101 4620251	223.90
			CONTAINER 12/02/22-01/01/23	223.90	101 4620251	223.90
				<u>1,343.40</u>		<u>1,343.40</u>
7432351	07287	PRINTING BOSS	OMP-ENTRANCE BANNER	843.41	101 4634404	843.41
7432352	07126	QUADIENT LEASING USA INC	BRUSH AND SPONG KIT	43.99	101 4600211	43.99
7432353	05864	QUINN COMPANY	EQ3850	118.35	111 4753207	118.35
7432354	10987	RESIDENCE INN LANCASTER	MOAH-LDG-R. MCKINLEY 10/28/22	346.62	101 4653301	346.62
			LDG-GOOD,TSUAL-01/28/23	349.80	101 4650257	349.80
			LDG-DANVERS, WRIGHT-01/28/23	1,049.40	101 4650257	1,049.40
			LDG-01/30/23	1,749.00	101 4650257	1,749.00
				<u>3,494.82</u>		<u>3,494.82</u>
7432355	07507	RESOURCE BUILDING MATERIALS	SCOOP WHITE ROCK 3/4"	119.54	203 4752410	119.54
			CONCRETE NMIX / PALLET	605.74	203 4752410	605.74
				<u>725.28</u>		<u>725.28</u>
7432356	11411	RIVAS, VANESSA	VR-FIGURE MODEL	100.00	101 4651251	100.00
7432357	C5942	S E S A C	2023-MUSIC LICENSE FEE	2,618.00	101 4650330	2,618.00
7432358	06174	SHAWNS PAINTING	PBP-VANDALISM-WALL-REPAINT	1,400.00	101 4630460	1,400.00
			APPLY-WALLPAPER/VIYNL WRAP	800.00	101 4651251	800.00
				<u>2,200.00</u>		<u>2,200.00</u>
7432359	05934	SHI INTERNATIONAL CORP	KENSINGTON MAGPRO-27	6,469.47	112 4315302	6,469.47
			MONITOR PRIVACY SCREENS	1,512.94	112 4315302	1,512.94
				<u>7,982.41</u>		<u>7,982.41</u>
7432360	07139	SITEONE LANDSCAPE SUPPLY LLC	PBP-PROP A IRRGTN TMR/SFTY HZ	27,056.04	207 12AC009924	27,056.04

# City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7432361	01816	SMITH PIPE & SUPPLY INC	WCP-CATCHY CAN	106.24	101 4631404	106.24
7432362	09163	SOCAL OFFICE TECHNOLOGIES	01/27-02/26/23 EQUIPMENT	462.80	101 4410254	462.80
7432363	11141	SRK CONSULTING LLC	HOUSING CONSULTING SERVICES	7,100.00	306 4792301	7,100.00
7432364	10884	SYSTEM SPEC, INC	CRESTON 7" WALL MOUNT TUCH PNL	2,449.26	207 11BS027924	722.53
					321 11BS027924	1,726.73
				<u>2,449.26</u>		<u>2,449.26</u>
7432365	2009	THE TIRE STORE	EQ5722	678.45	111 4753207	678.45
7432366	04239	TIM WELLS MOBILE TIRE SERVICE	EQ8005	25.00	111 4753207	25.00
			EQ1511	95.99	111 4753207	95.99
			EQ3820	111.87	111 4753207	111.87
				<u>232.86</u>		<u>232.86</u>
7432367	2003	TIP TOP ARBORISTS, INC	TREE REMOVAL SVCS	929.25	101 4752460	929.25
7432368	A7515	U S BANK	12/22-ADMIN FEE	250.00	101 3501110	250.00
7432369	A2124	UNDERGROUND SERVICE ALERT/SC	01/23-TICKETS(362)	643.50	484 4755301	643.50
			CA STATE FEE FOR REGLTRY COSTS	145.79	484 4755311	145.79
				<u>789.29</u>		<u>789.29</u>
7432370	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	81.28	101 4754209	36.13
			UNIFORM CLEANINGS	81.28	111 4753209	45.15
			UNIFORM CLEANINGS	81.28	101 4754209	36.13
			UNIFORM CLEANINGS	81.28	111 4753209	45.15
			UNIFORM CLEANINGS	81.28	101 4754209	36.13
			UNIFORM CLEANINGS	121.29	111 4753209	45.15
				<u>121.29</u>	480 4755209	121.29
				<u>365.13</u>		<u>365.13</u>
7432371	11410	VARGAS LUPITA KATIE	KV-CONCERT SERIES	50.00	101 4651251	50.00
7432372	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX-ENV FEE	148.92	203 4752410	148.92
7432373	06209	WAGEWORKS	01/23-FSA ADMIN FEES	554.24	101 2170213	554.24
			01/23-FSA RENEWAL FEE	80.00	101 2170213	80.00
				<u>634.24</u>		<u>634.24</u>
7432374	D2446	THE BLVD ASSOCIATION	REIM-PBID RENEWAL EXPENSES	58,000.00	101 4790355	58,000.00
7432375	06099	A V RECYCLING CENTER	1/1-31/23-CLEAN UP & VEG RMV	8,505.00	203 4752301	7,560.00
			CLEAN-UP & VGT RMVL-01/4-31/23	31,500.00	484 4752266	945.00
			CLEAN-UP & VGT RMVL-1/3-31/23	68,256.00	101 4800301	31,500.00
					203 4752301	60,672.00

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				108,261.00	484 4752266	7,584.00 108,261.00
7432376	A7061	C A RASMUSSEN, INC	CP21014 PEDS GAP CLSR IMPR	289,569.27	150 2100003	(15,240.49)
					203 15SW016924	37,681.76
					206 15SW016924	160,998.36
					211 15SW016924	21,571.71
				289,569.27	399 15SW016924	84,557.93 289,569.27
7432377	11345	FLOCK SAFETY	FALCON/PRF SVC STD IMPLMNT FEE	80,000.00	101 4800301	80,000.00
7432378	C7946	L A CO DEPT ANIMAL CARE&CONTRL	12/22-HOUSING COSTS	147,865.70	101 4820363	147,865.70
7432379	11417	SEG OPPORTUNITY PROPERTIES,LLC	RELEASE 90%-PERF SCRPTY-SPR1701	179,820.00	101 2503000	179,820.00
7432380	10159	THE PEOPLE CONCERN	12/22-REIMB INTERIM HSNG COSTS	205,000.00	261 4300770	147,909.12
				205,000.00	261 4300771	57,090.88 205,000.00
Chk Count				369	Check Report Total	8,720,909.34

# City of Lancaster Check Register

From Check No.: 101011813 - To Check No.: 101011813

From Check Date: 01/22/23 - To Check Date: 02/11/23



Printed: 02/07/2023 08:47

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt
101011813	1973	CA DEPT OF TAX/FEE ADMINISTRTN	ENERGY SRCHRG TAX FILING-QTR4	41,033.00

Chk Count 1

Check Report Total 41,033.00



**STAFF REPORT**  
**City of Lancaster**

CC 4
02/28/23
JC

Date: February 28, 2023  
To: Mayor Parris and City Council Members  
From: George N. Harris II, Finance Director  
Subject: **Monthly Report of Investments – January 2023**

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**Recommendation:**

Accept and approve the January 2023 Monthly Report of Investments as submitted.

**Fiscal Impact:**

None

**Background:**

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City’s Comprehensive Annual Financial Report.

Portfolio Recap

Yield:

	<u>January 2023</u>	<u>December 2022</u>
Total Portfolio	2.38%	2.38%
Cal CLASS	4.52%	4.19%
Local Agency Investment Fund	2.43%	2.17%
Total Portfolio Balance:	\$157,896,466	\$149,035,344

The portfolio balance increased from December to January by \$8,861,122 or 5.9%. Significant revenues for January included \$15,517,714 in Property Taxes, \$2,244,169 in Sales & Use Tax, and \$1,910,251 in Measure LC Sales Tax. The largest City expenditures were \$3,523,687 for Payroll & Benefits and \$3,064,464 for Capital Projects.

The City’s temporary idle cash, those funds not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested by the City’s adopted Investment Policy. The City Council reviewed this policy regularly, with the latest policy adopted on February 13, 2018, by Resolution No. 18-06.

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible within the guidelines of this Investment Policy. The City attempts to achieve the highest yield obtainable through a diversified portfolio only after meeting the criteria established for safety and liquidity in that order. The principal investment objectives of the City are:

1. Preservation of capital and protection of investment principal;
2. Maintenance of sufficient liquidity to meet anticipated cash flows;
3. Attainment of a market rate of return;
4. Diversification to avoid incurring unreasonable market risks, and;
5. Compliance with the City's Municipal Code and with all applicable City resolutions, California statutes, and Federal regulations.

The City's portfolio is a short-term and intermediate-term fixed-income portfolio. The maximum maturity of any investment is 5 years, with consideration of anticipated cash flow requirements and known future liabilities. The City contracts with an investment advisory service (Insight Investment) to assist in the effort to maximize the returns of the City portfolio. The City's investments include publicly-traded Treasury notes, Treasury Bills, Federal Agency Investments, Time Deposits, and Local Agency Investment Fund (LAIF) under the auspices of the State Treasurer for investment. Funds invested in LAIF are available within 24 hours, and other investments are available upon maturity at full face value. These investments enable the City to meet its expenditure requirements for the next six months, as required by state law.

The City's investment procedures are governed by Sections 53600 et. seq. of the California Government Code. Additional requirements have been placed on the City's authorized investments by the Investment Policy (a copy is available in the Finance Department or from the City Clerk), and all investments listed on the attached report adhere to these requirements.

GH: ma

**Attachment:**

Monthly Report of Investments

**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
31-Jan-23**

	<b>Interest Rate</b>	<b>Amount</b>	<b>Total</b>
<b>City of Lancaster</b>			
<b>Wells Fargo Bank</b>			<b>\$31,955,016</b>
City of Lancaster Account	0.00%	\$31,955,016	
<b>U S Bank - Safekeeping</b>			<b>\$42,529,248</b>
US Treasury Notes	2.19%	\$16,463,542	
Federal Government Agencies	1.82%	\$11,942,240	
Corporate Securities	3.07%	\$10,004,080	
Municipal/Provincial Bonds	0.46%	\$2,701,452	
Cash & Equivalents	0.00%	\$1,417,934	
<b>Chase Bank</b>			<b>\$150,980</b>
Certificate of Deposit	0.01%	\$150,980	
<b>California Class</b>			<b>\$30,528,785</b>
City of Lancaster	4.52%	\$30,528,785	
<b>Local Agency Investment Fund (L.A.I.F.)</b>	2.43%	\$42,264,492	<b>\$42,264,492</b>
<b>Total City of Lancaster</b>			<b><u>\$147,428,520</u></b>
<b>Successor Agency for the Lancaster Redevelopment Agency</b>			
<b>California CLASS</b>	4.52%	\$10,030,322	<b>\$10,030,322</b>
<b>Local Agency Investment Fund (L.A.I.F.)</b>	2.43%	\$437,625	<b>\$437,625</b>
<b>Total Lancaster Successor Agency</b>			<b><u>\$10,467,947</u></b>
<b>Total Pooled Portfolio</b>			<b><u>\$157,896,466</u></b>
<b>Weighted Average</b>	<b>2.38%</b>		

	<b>Interest Rate</b>	<b>Amount</b>	<b>Total</b>
<b>River City Bank</b>			
Lancaster Choice Energy LockBox Account	<b>0.00%</b>	\$5,020,037	
CCEA Operating Account	<b>0.00%</b>	\$2,278,972	
<b>The Bank of New York Mellon Trust Company, N.A.</b>			<b>\$1,483,822</b>
LRA & LA County Escrow Account - Government Bonds	<b>0.00%</b>	\$1,483,822	
<b>US Bank</b>			<b>\$20,702,165</b>
LRA Combined 2004 Fire Protection Facilities Project Bonds	<b>4.10%</b>	\$840,957	
LRA Combined 2004 Sheriff Facilities Project Refunding Bonds	<b>4.10%</b>	\$1,838,996	
LPA Solar Renewable Energy Issue of 2021	<b>3.68%</b>	\$940	
SA Combined Project Areas Refunding Bonds 2015A & B	<b>4.10%</b>	\$359,608	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	<b>4.10%</b>	\$859,248	
SA Combined Project Areas Refunding Bonds 2016B	<b>4.10%</b>	\$989,180	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	<b>4.10%</b>	\$661	
SA 2017 Tax Allocation Revenue Bonds (TARB)	<b>4.10%</b>	\$1,112,402	
LFA LRB 2018 Construction and Improvements	<b>4.10%</b>	\$2,429,804	
LFA 2018 Lease Revenue Bonds	<b>4.10%</b>	\$332	
LFA LRB 2019 Street Improvements	<b>4.10%</b>	\$12,270,039	
<b>Total Restricted Cash/Investments Held in Trust</b>		<b><u>\$20,702,165</u></b>	
<b>Total Restricted Cash/Investments Held in Trust (note 4)</b>			<b><u>\$29,484,996</u></b>

All investments are authorized pursuant to and consistent with the investment policy of the City of Lancaster. Policy adopted 02/13/18 under resolution number 18-06.

George N. Harris II  
Finance Director

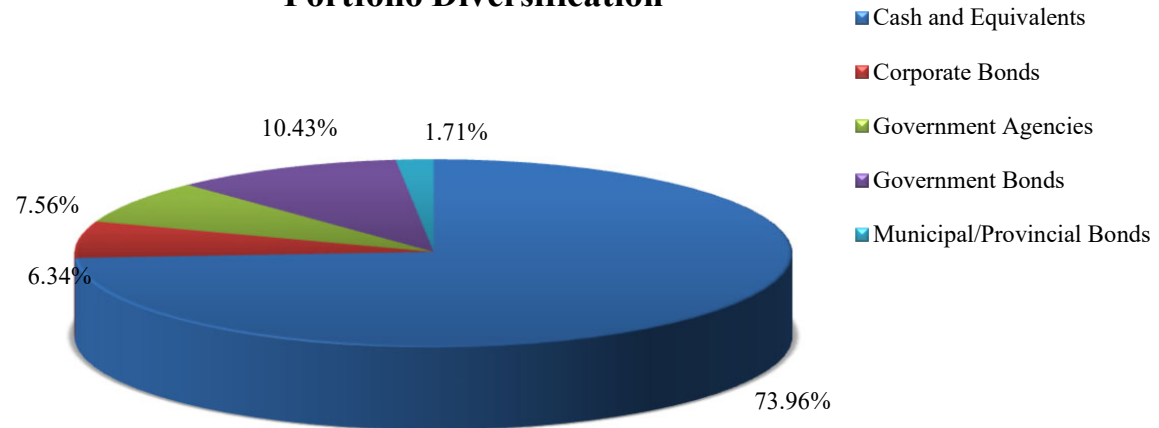
City of Lancaster  
Cash Balances by Fund  
January 31, 2023

Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ 116,263,037	323	STATE GRANT - STPL	\$ (26,900)
104	CAPITAL REPLACEMENT FUND	\$ (62,782)	324	STATE GRANT - OTS	\$ (0)
106	COMMUNITY SERVICES FOUNDATION	\$ 114,303	330	STATE GRANT RECYCLING	\$ 398,760
109	CITY SPECIAL RESERVES FUND	\$ 11,390,877	331	STATE GRANT - OIL RECYCLING	\$ 207
111	FLEET INTERNAL SERVICE FUND	\$ 587,711	349	MISC STATE GRANTS	\$ (533,634)
112	IT INTERNAL SERVICE FUND	\$ (2,480,407)	361	CDBG	\$ (533,305)
113	GEN LIAB INTERNAL SERVICE FUND	\$ 1,878,312	363	NBRHD STABILIZATION PRGM	\$ 2,635,983
139	FIXED ASSETS ACOUNT GROUP	\$ (4,451,605)	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
150	CAPITAL PROJECTS FUND - CITY	\$ (35,688,527)	391	LANCASTER HOME PROGRAM	\$ 1,251,037
203	GAS TAX	\$ (4,184,213)	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,462,435)
204	AQMD	\$ (175,451)	401	AGENCY FUND	\$ 259,531
205	PROP 1B	\$ 5,985	402	PERFORMING ARTS CENTER	\$ -
206	TDA ARTICLE 8 FUND	\$ (4,215,852)	404	GRANTS FUND	\$ -
207	PROP "A" TRANSIT FUND	\$ 5,590,145	408	X-AEROSPACE GRANTS FUND	\$ -
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (7,618)	456	STILL MEADOW LN SWR ASSMNT DST	\$ 29,759
209	PROPOSITION "C" FUND	\$ 10,126,708	480	SEWER MAINT FUND	\$ 5,312,364
210	MEASURE R FUND	\$ 3,538,378	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 1,104,952
211	MEASURE M FUND	\$ 2,763,236	483	LIGHTING MAINTENANCE DISTRICT	\$ 5,200,782
212	MEASURE A FUND	\$ -	484	DRAINAGE MAINTENANCE DISTRICT	\$ 2,232,004
213	PARKS DEVELOPMENT FUND	\$ 940,201	485	RECYCLED WATER FUND	\$ (10,402)
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,777,693	486	LANCASTER POWER AUTHORITY	\$ 4,333,640
220	DRAINAGE - DEVELOPER FEES FUND	\$ 10,739,882	490	LANCASTER CHOICE ENERGY	\$ (14,375,814)
224	BIOLOGICAL IMPACT FEE FUND	\$ 920,832	491	CALIFORNIA CHOICE ENERGY AUTH	\$ 89,751
226	USP - OPERATION	\$ 2,487	701	LANCASTER FINANCING AUTHORITY	\$ (33,472,667)
227	USP - PARKS	\$ 2,243,011	810	ASSESSMENT DISTRICT FUND	\$ 154,596
228	USP - ADMIN	\$ 77,908	811	AD 93-3	\$ -
229	USP - CORP YARD	\$ 203,807	812	AD 92-101	\$ 202
230	MARIPOSA LILY FUND	\$ 62,733	830	CFD 89-1 EASTSIDE WATER FUND	\$ 23,835
232	TRAFFIC IMPACT FEES FUND	\$ 1,550,526	831	CFD 90-1 (BELLE TIERRA)	\$ (207)
233	DEVELOPER IN LIEU	\$ 106,700	832	CFD 91-1 (QUARTZ HILL)	\$ 13,201
248	TRAFFIC SAFETY FUND	\$ 426,956	833	CFD 91-2 (LANC BUSINESS PARK)	\$ -
251	ENGINEERING FEES	\$ 97	991	REDEV OBLIGATION RETIREMENT FD	\$ 43,033,391
252	PROP 42 CONGESTION MANAGEMENT	\$ 46,543	992	DEBT SERVICE - SUCCESSOR AGENCY	\$ 22,198,985
261	LOS ANGELES COUNTY REIMB	\$ 429,659	993	DEBT SERVICE - COUNTY	\$ 2,495,126
301	LANCASTER HOUSING AUTH. OPS.	\$ 1,862,660	994	DEBT SERVICE - COUNTY	\$ (24,921,783)
306	LOW & MOD INCOME HOUSING	\$ 13,567,580	996	SCHOOLS SUBORDINATE P/T FUND	\$ 30
321	MTA GRANT - LOCAL	\$ 1,922,920		<b>Total Cash Balance</b>	<b>\$ 154,305,417</b>

**City of Lancaster  
Recap of Securities Held  
January 31, 2023**

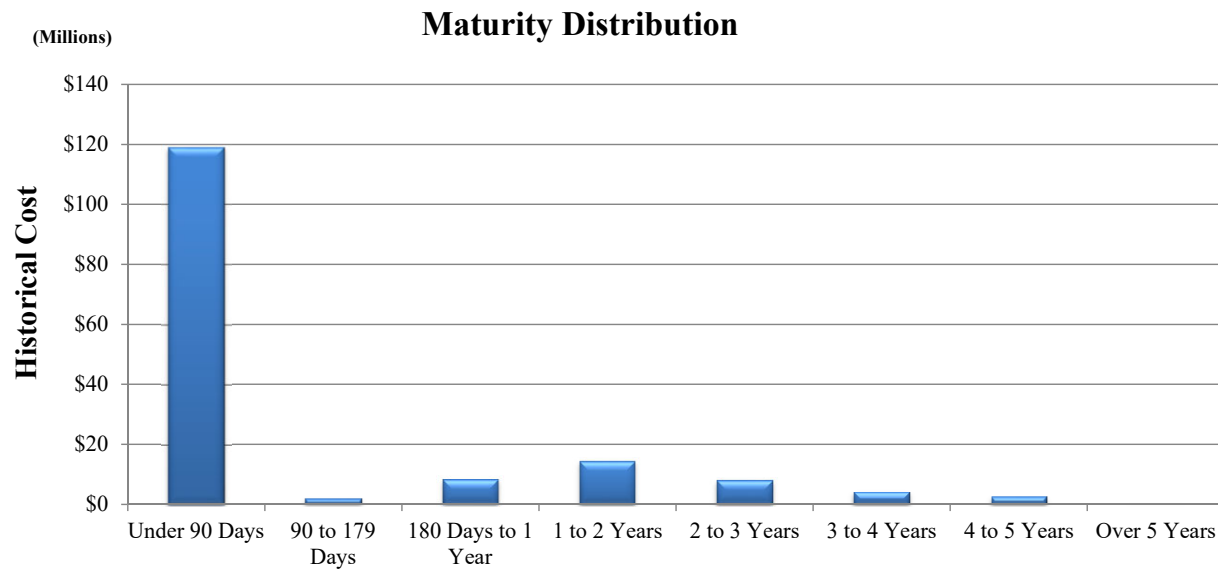
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$116,785,153	\$116,785,153	\$116,785,153	\$0	1	73.96%	0.00
Corporate Bonds	\$10,004,080	\$9,798,454	\$9,491,020	(\$307,434)	704	6.34%	1.80
Government Agencies	\$11,942,240	\$11,713,818	\$11,245,645	(\$468,173)	507	7.56%	1.33
Government Bonds	\$16,463,542	\$16,342,361	\$16,066,580	(\$275,781)	738	10.43%	1.89
Municipal/Provincial Bonds	\$2,701,452	\$2,700,529	\$2,558,080	(\$142,449)	521	1.71%	1.38
	<b>\$157,896,466</b>	<b>\$157,340,315</b>	<b>\$156,146,478</b>	<b>(\$1,193,837)</b>	<b>627</b>	<b>100.00%</b>	<b>1.62</b>

**Portfolio Diversification**



City of Lancaster  
Maturity Distribution  
January 31, 2023

Maturity	Historical Cost	Percent
Under 90 Days	\$119,019,623	75.38%
90 to 179 Days	\$1,774,474	1.12%
180 Days to 1 Year	\$8,088,357	5.12%
1 to 2 Years	\$14,325,250	9.07%
2 to 3 Years	\$7,999,123	5.07%
3 to 4 Years	\$4,201,592	2.66%
4 to 5 Years	\$2,488,048	1.58%
Over 5 Years	\$0	0.00%
	<b>\$157,896,466</b>	<b>100.00%</b>



**ATTACHMENT A  
CITY OF LANCASTER  
MONTHLY REPORT OF INVESTMENTS  
January 31, 2023**

- (1) This is the actual City bank account balance as of 1/31/2023. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant to and consistent with the investment policy adopted on 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.
- (3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	21.14%	None
CDs	0.10%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	10.43%	None
Federal Securities	7.56%	None
Corporate Securities	6.34%	30% of total portfolio
Municipal/Provincial	1.71%	None
California CLASS	25.69%	None
LAIF	27.03%	None

- (4) These are restricted cash and investments are held in trust by the banks indicated. These amounts cannot be pooled for other investments.

**STAFF REPORT**  
**City of Lancaster**

CC 5
02/28/23
JC

Date: February 28, 2023

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director  
Gabe Nevarez, Assistant Director – Public Works

Subject: Approval of Amendment No. 3 of the Maintenance Yard Security Services Agreement to Allikat, Inc., DBA ACME Asset Protection Services

---

**Recommendations:**

1. Approve Amendment No. 3 of the Maintenance Yard Security Services Agreement to Allikat, Inc., DBA ACME Asset Protection Services.
2. Authorize the City Manager, or his designee, to sign all documents.

**Fiscal Impact:**

\$186,048.00. Sufficient funds are available in accounts 203-4752-301 and 207-4752-301 for the cost of services rendered in the current fiscal year. Services rendered in fiscal year 2023-2024 shall be budgeted from Gas Tax Fund 203 and Prop A Fund 207.

**Background:**

The initial agreement for the Maintenance Yard Security Services was signed on January 29, 2020, with the first amendment signed February 3, 2021, and the second amendment signed February 1, 2022. Security services are used to patrol the parking lot and yard during off-work hours, and to patrol during work hours in the parking lot only.

NJ:sm

**Attachments:**

- Allikat Inc DBA. Acme Asset Protection Services Amendment No. 3
- Allikat Inc DBA. Acme Asset Protection Services Amendment No. 2 (2022)



AMENDMENT NO. 3 TO MAINTENANCE YARD SECURITY SERVICES AGREEMENT

This Amendment (“Amendment No. 3”) is hereby entered into effective February 1, 2023 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and ALLIKAT INC DBA. ACME ASSET PROTECTION SERVICES (CONTRACTOR) with respect to Exhibit “C” of the Amendment No. 2 dated February 1, 2022 (“Agreement”).

The Parties agree as follows:

1. The term of the Agreement is extended to and including January 31, 2024.
2. Exhibit “B” to the Agreement is hereby deleted in its entirety and replaced with “Term and Payment Clause,” attached hereto as Exhibit “A”.
3. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

CONTRACTOR  
ALLIKAT INC. DBA ACME ASSET  
PROTECTION SERVICES

\_\_\_\_\_  
Jason Caudle, City Manager

\_\_\_\_\_  
Michael Cheek, CEO

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONTRACT SUBMISSION APPROVAL:

\_\_\_\_\_  
Department Head

## **EXHIBIT "A"**

### **TERM AND PAYMENT CLAUSE**

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement. This agreement will expire upon effective date listed above and a Request for Proposals will be done for the 2024 contract year.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$186,048. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

AMENDMENT NO. 2 TO MAINTENANCE YARD SECURITY SERVICES AGREEMENT


This Amendment (“Amendment No, 2”) is hereby entered into effective February 1, 2022 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and ALLIKAT INC DBA. ACME ASSET PROTECTION SERVICES (CONTRACTOR) with respect to Exhibit “C” of the Amendment No. 1 dated January 27, 2021 and Agreement for Services between the parties dated January 30, 2020 (“Agreement”).


The Parties agree as follows:

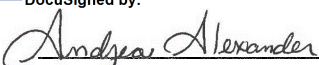
1. The term of the Agreement is extended to and including January 30, 2023.
2. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with “Amendment Two, Pricing Schedule Update,” attached hereto as Exhibit “A”.
3. Exhibit B to the Agreement is hereby deleted in its entirety and replaced with “Term and Payment Clause,” attached hereto as Exhibit “B”.
4. Sections 2.2.8.1 and 2.2.8.2 of the Scope of Work attached to the Agreement are hereby revised to read:
  - 2.2.8.1 Monday – Thursday: 24 hours per day
  - 2.2.8.2 Friday: 24 hours
5. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER


CONTRACTOR  
ALLIKAT INC. DBA ACME ASSET  
PROTECTION SERVICES

DocuSigned by:  
  
 8117205630069412  
 Jason Caudle, City Manager

DocuSigned by:  
  
 6C4148BA920416C  
 Michael Cheek, CEO

ATTEST:  
 DocuSigned by:  
  
 E37A8C8A94E5421...  
 Andrea Alexander  
 City Clerk

Risk Management Approval

APPROVED AS TO FORM:  
 DocuSigned by:  
  
 032C592003B94CF...  
 Jocelyn Corbett  
 City Attorney

CONTRACT SUBMISSION APPROVAL:  
 DocuSigned by:  
  
 D740785C689346C...  
 Jeff Hogan  
 Department Head

DS  



**EXHIBIT "A"****AMENDMENT 2, PRICING SCHEDULE UPDATE****CITY OF LANCASTER MAINTENANCE YARD SECURITY****PRICING SCHEDULE**

In the event any mathematical discrepancies are found on this pricing form, the unit price shall govern. This pricing schedule is for calendar year 2022. This will be used as an estimate for contract year pricing.

Officer in Marked Vehicle Hourly Rates Maintenance Yard	Hourly Rate	Estimated Number of Hours	Total
Monday-Friday: 24 Hours	\$21	6,072	\$127,512
Saturday: 3:30 p.m. to 7 a.m.	\$21	790.50	\$16,600.50
Sunday: 3:30 p.m. to 7 a.m.	\$21	759.50	\$15,949.50
Holidays: 24 Hours	\$31.50	288	\$9,072
		Total	\$169,134
		Contingency	\$16,914
		Contract Not to Exceed	\$186,048

## **EXHIBIT "B"**

### **TERM AND PAYMENT CLAUSE**

**Term.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

**Payment.** The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$186,048. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

# Exhibit "C"

## AMENDMENT NO. ONE TO MAINTENANCE YARD SECURITY SERVICES AGREEMENT

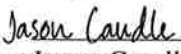
This Amendment ("Amendment No. One") is hereby entered into effective January 27, 2021 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and ALLIKAT INC DBA. ACME ASSET PROTECTION SERVICES (CONTRACTOR) with respect to Exhibit "C" of the Agreement for Services between the parties dated January 30, 2020 ("Agreement").

The Parties agree as follows:


1. The term of the Agreement is extended to and including January 30, 2022.
2. "Amendment One, Pricing Schedule Update," attached hereto as Exhibit "A".
3. "Term and Payment Clause," attached hereto as Exhibit "B".
4. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

CONTRACTOR  
ALLIKAT INC DBA. ACME  
ASSET PROTECTION SERVICES

DocuSigned by:  
  
 Jason Caudle, City Manager  
 February 3, 2021 | 9:19:25 AM PST

DS  
TN

DocuSigned by:  
  
 Michael Cheek, CEO  
 February 2, 2021 | 10:08:57 PM PST

DS  
MC

ATTEST:

DocuSigned by:  
  
 Andrea Alexander, City Clerk

E37A8C8A94E5421...

DS  
GN

DocuSigned by:  
  
 Allison E. Burns, Esq., City Attorney

032C592003B94CF...

DS  
HJ

Insurance  
Approved

DS  
MT

**EXHIBIT A****AMENDMENT ONE, PRICING SCHEDULE UPDATE****CITY OF LANCASTER MAINTENANCE YARD SECURITY****PRICING SCHEDULE**

In the event any mathematical discrepancies are found on this pricing form, the unit price shall govern. This pricing schedule is for calendar year 2021. This will be used as an estimate for contract year pricing.

Officer In Marked Vehicle Hourly Rates Maintenance Yard	Hourly Rate	Estimated Number of Hours	Total
Monday – Thursday: 5:30pm to 6:30am	\$ 21.00	2,704	\$ 56,784.00
Friday: 5:30pm to 7:00am	\$ 21.00	675	\$ 14,175.00
Saturday: 3:30pm to 7:00am	\$ 21.00	775	\$ 16,275.00
Sunday: 3:30pm to 5:30am	\$ 21.00	728	\$ 15,288.00
Holidays: All Day	\$ 31.50	264	\$ 8,316.00
		<b>Maintenance Yard Total</b>	<b>\$ 110,838.00</b>
		<b>Contingency</b>	<b>\$ 11,083.80</b>
		<b>Contract Not to Exceed</b>	<b>\$ 121,921.80</b>

## EXHIBIT "B"

### TERM AND PAYMENT CLAUSE

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$121,921.80. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.



**Exhibit C - Agreement for Services**

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 29 day of January, 2020, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and ALLIKAT INC DBA. ACME ASSET PROTECTION SERVICES, a California Corporation (“Contractor”) (collectively, sometimes referred to hereinafter as the “Parties”).

**RECITALS**

WHEREAS, the City desires to engage Contractor to perform certain technical and professional services, as provided herein, identified as:

**CITY OF LANCASTER MAINTENANCE YARD SECURITY (THE “SERVICES”)**

WHEREAS, the principal members of Contractor are qualified and duly registered/licensed under the laws of the State of California, and Contractor desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONTRACTOR: Allikat Inc DBA. Acme Asset Protection Services

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CITY City of Lancaster  
 Attn: Jason Caudle, City Manager  
 44933 North Fern Avenue  
 Lancaster, California 93534

CONTRACTOR Allikat Inc DBA. Acme Asset Protection Services  
 Attn: Michael Cheek, President  
 307 West Avenue I, Suite B  
 Lancaster, CA 93534

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Contractor, and Contractor accepts such engagement, to perform the technical and professional services set forth in the "Scope of Work, Pricing Schedule, and Proposal," attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit "A." The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay Contractor an amount not to exceed \$115,225 for all work necessary to complete the Services, as described in the Scope of Work, Pricing Schedule, and Proposal. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

B. No payment made hereunder by the City to Contractor, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Contractor of its obligations under this Agreement.

6. **Obligations of the Contractor.**

A. Contractor shall perform as required by this Agreement and in accordance with the Scope of Work, Pricing Schedule, and Proposal set forth in Exhibit A.

B. Contractor shall be responsible for payment of all employees' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

C. Contractor shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Contractor agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Contractor's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Contractor agrees to defend the City, its officers and employees, using counsel of the City's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Contractor.

9. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Contractor will take affirmative action to ensure

that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Contractor for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Contractor and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Contractor. This Agreement shall continue in full force and effect for twelve (12) months, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Contractor may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Contractor will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Contractor fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Contractor shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Contractor.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Contractor shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** Contractor is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

A. The Contractor, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

**Commercial General Liability**

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

**Commercial Automobile Liability**

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

**Workers Compensation**

As Required by the State of California	Statutory Limits
--	------------------

**Employers' Liability**

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation &amp; Employers' Liability policies)</i>	

**Professional Liability**

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Contractor for all claims made by the City insured entities arising out of any acts or omissions of Contractor or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Contractor's insurance and shall not contribute with it.

F. Contractor shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:  
"CITY OF LANCASTER MAINTENANCE YARD SECURITY"  
The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:  
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Commencement and Completion of Work.** The Services to be provided by Contractor pursuant to this Agreement shall commence within 1 day after execution of this Agreement, and shall be completed no later than 365 days following commencement; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Contractor in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

16. **Data Provided to Contractor.** City shall provide to Contractor, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit A.

17. **Contractor's Warranties and Representations.**

Contractor warrants and represents to City as follows:

A. Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

B. Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

**18. Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

**19. Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A"          Scope of Work, Pricing Schedule, and Proposal

**20. Governing Law.**

This Agreement shall be governed by the laws of the State of California.

21. **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

*[Signatures begin on next page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER  
LANCASTER, CALIFORNIA

DocuSigned by:  
By: Jason Caudle  
Jason Caudle, City Manager

DS  
RP

Dated: January 30, 2020 | 2:18:57 PM PST

ALLIKAT INC  
DBA. ACME ASSET PROTECTION SERVICES

DocuSigned by:  
By: Michael Check  
Michael Check, CEO

Dated: January 29, 2020 | 3:33:51 PM PST

ATTEST:

DocuSigned by:  
Andrea Alexander  
Andrea Alexander, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
Allison E. Burns  
Allison E. Burns, Esq., City Attorney

CONTRACT SUBMISSION APPROVAL:

DS  
HJ  
Jeff Hogan, Director of Development Services



**EXHIBIT A**

**SCOPE OF WORK, PRICING SCHEDULE, AND PROPOSAL**

**CITY OF LANCASTER MAINTENANCE YARD SECURITY**

**SCOPE OF WORK**

**1. BACKGROUND**

1.1. The City of Lancaster is seeking unarmed security guard in marked vehicle services for the Maintenance Yard. Contractors must be able to provide all services as required per these specifications. It is expected that the presence of an appropriately uniformed security guard will serve as a visible deterrent and reduce the damage and loss of property within the parameters of the service location.

**2. OBJECTIVES**

2.1. Contract - The contractor will be required to execute a contract with the City, as well as meet insurance requirements as indicated by the City.

2.2. Site Specifications – Maintenance Yard Patrol:

2.2.1. Location: 615 West Avenue H, Lancaster, CA 93534

2.2.2. Patrol exterior of the building, including all associated parking areas. Perform patrols at unscheduled, random times, by any method necessary to accomplish the task thoroughly, and efficiently.

2.2.3. Check parking lot for suspicious vehicles and/or persons and record in daily log. Call the Sheriff if intervention is needed. Record license plate number for any “non-City Seal” vehicles remaining in the parking lot after 5:30 p.m. each shift.

2.2.4. The Security Guard may stand at the door to observe people exiting the building after hours to ensure they get into their cars safely and leave. Upon request, guard shall escort people leaving to their cars

2.2.5. Special attention should be paid to the recycling center as it is the most active site after hours.

2.2.6. Check the pedestrian side gates and if they are unlocked then lock them.

2.2.7. Question and check ID of anyone who enters the premises after normal working hours and record said entry on daily report document.

2.2.8. Hours: The following hours are for use at the inception of this agreement, do not guarantee the actual hours of service that may be required throughout the full term of this agreement. The City will notify the Contractor of any changes/reductions to the contract

2.2.8.1. Monday – Thursday: 5:30pm to 6:30am

2.2.8.2. Friday: 5:30pm to 7:00am

2.2.8.3. Saturday: 3:30pm to 7:00am

2.2.8.4. Sunday: 3:30pm to 5:30am

2.2.8.5. Holidays: All Day

**3. CONTRACTOR RESPONSIBILITIES**

3.1. Reports: The contractor will be required to supply reports, upon request by City staff. The report should include, but is not limited to, the following items. Provide written record of any unusual activities observed within the building and surrounding property, on a "Field Incident Report." Record the time, type of activity and what action was taken (if any). All normal, routine activity by the guard(s) should be recorded, in "diary" form, on the "Daily Activity Log," and kept of file for one (1) year by the security services company. The report should include, but is not limited to, the following items;

3.1.1. Log with arrival, breaks and leaving from assigned duty

3.1.2. Precise reports of "abnormal" activities/interactions

3.1.3. Any citizen or public concerns reported

3.1.4. Safety issues

3.2. Patrol: A patrol schedule has determined by contractor and City:

3.2.1. The assigned guard will perform a full patrol of the property once an hour.

3.2.2. The patrol route will be varied and occur at different times in each hour.

3.2.3. The assigned guard will use the TrackTik software to record the patrol.

3.3. Emergency/Accident/Incident Reporting:

3.3.1. Notify the appropriate law enforcement agency immediately of any unlawful activity.

3.3.2. Interface immediately with any law enforcement agency responding to the facility

3.3.3. Notify the Security Contract Manager, and/or Site Manager.

3.3.4. All guards will be REQUIRED to complete a separate accident or incident report and submit it to the Contract Manager.

3.3.5. If appropriate, notify the police, paramedics, or other authorities and obtain a copy of their report and submit a legible copy, with the incident report, to the Contract Manager.

- 3.4. Disturbances: Any disturbance will be calmed, and, if needed, reported to the Sheriff's Department. Theft, vandalism, and any other criminal activity must be reported immediately to the Public Works Senior Manager. The City will provide the security services company a prioritized contact list, to be available at each guard post. Record all observed activities on a "Field Incident Report," and faxed to office numbers provided.
- 3.5. Replacement of Assigned Guards: If the City determines any employee is not qualified to perform the assigned work, not suitable for the assigned location, found guilty of improper conduct, or not performing to these contract specifications the City may require the immediate replacement of any such unacceptable employee. The following conditions that may require replacement include, but are not limited to;
  - 3.5.1. Sleeping on assignment
  - 3.5.2. Bringing children or others not on duty to a City assignment
  - 3.5.3. Tardiness
  - 3.5.4. No shows
  - 3.5.5. Absence from post during shift
  - 3.5.6. Inability or failure to represent the City or assist a citizen
  - 3.5.7. Usage of personal phone while on duty
  - 3.5.8. Loss or damage to City property while guard is on duty
- 3.6. Changes: All changes to routine service hours shall be requested by the City in writing. Such requests shall be provided to Contractor a minimum of five business days in advance. Contractor shall be paid for only those hours in which guard service is actually performed and as specifically requested by the City. When City Staff request continuation of hours/time 'on post', the approval can be received by phone. Contact the Public Works Senior Manager for these instances.
- 3.7. Training: Guards will be required to learn and perform the site-specific procedures.
- 3.8. Minimum Requirements for Guards: The City reserves the right to approve the placement and/or selection of guards for certain positions. All guards must present a professional appearance and demeanor. Contractor shall employ only competent, careful and orderly employees. Security guards will conduct themselves in a professional manner at all times.
- 3.9. Physical Requirements: All guards posted at City facilities must be in good physical condition and capable of performing all required duties and responding to emergency

situations. Routine activities typically include foot patrol, climbing stairs, and accessing roof areas through roof panels and climbing ladders. Observation duties require good vision and hearing. MUST be able to lift 50 lbs minimum.

3.10. Uniforms: Uniforms are required. Uniform shall include shirt, pants, jacket, and shoes. Company logo shall be visible at all times. At City's discretion, appropriate uniforms may vary according to job site.

3.11. Supervision and Key Personnel: Contractor shall provide adequate supervision to ensure all work required is performed in accordance with these specifications. Contractor shall provide the Public Works Senior Manager with a list of responsible personnel who may be contacted by the City on a 24-hour per day and 7-day per week basis, in the event of an emergency or to respond to requests for additional services. The Contractor will update this list as changes occur.

3.12. Keys: In the event of a lost or stolen key, the contractor will be responsible for reimbursing the City for all costs, including rekeying all locks as required, and the replacement of all keys.

3.13. Billing: Invoices shall be sent no more than 30 days after security service work has been completed.

3.14. Services: Contractor agrees to provide all services requested, and shall have sufficient resources available to provide services laid out in this scope of work.

3.15. Liquidated Damages: The contractor agrees to provide an invoice credit to the City to cover any losses to City property proven to occur while the guard is on duty.

3.16. Staff: Contractor must use their own employees. No subcontractors or independent contractors are allowed to be used.

3.17. Security Vehicles: Contractor shall have adequate vehicles as required for all service.

3.17.1. When in use, Contractor's vehicles are to be used, all vehicles are to display the company's logo, and the logo shall be readable from a distance of 50 feet.

3.17.2. No personal vehicles allowed without adequate marking as noted above.

3.18. Communication: Contractor shall provide to each security guard a method of communication, such as: radios, cell phones, etc. Phones will NOT be provided by the City.

4. **DELIVERABLES** (including but not limited to)

4.1. Electronic Patrol Equipment: The Contractor shall provide a complete electronic guard security personnel monitoring system which is able to track and monitor security personnel in real time indoors, and outdoors. It must combine GPS and RFID

functionality, enabling security personnel to scan interior and exterior checkpoint tags, as well as facilitate real time location reports.

- 4.2. Reporting: Security firm is responsible for all written daily activity reports (“diary”), and incident reports related to criminal activity, hazardous conditions, citizen reports, specific incidents, etc. (“Field Incident Report”) Security firm will provide copies of Field Incident Reports to the Public Works Senior Manager on the following workday basis, by emailing to the address provided. Contractor shall report any unlocked door or window in a written report, which is to be submitted to the Parks Representative at the end of each night via email.

**CITY OF LANCASTER MAINTENANCE YARD SECURITY****PRICING SCHEDULE**

Fill out this form completely and return it. In the event any mathematical discrepancies are found on this pricing form, the unit price shall govern.

This pricing schedule is for calendar year 2020. This will be used as an estimate for contract year pricing.

Officer In Marked Vehicle Hourly Rates Maintenance Yard	Hourly Rate	Estimated Number of Hours	Total
Monday – Thursday: 5:30pm to 6:30am	\$20	2,626	\$52,520
Friday: 5:30pm to 7:00am	\$20	675	\$13,500
Saturday: 3:30pm to 7:00am	\$20	790	\$15,810
Sunday: 3:30pm to 5:30am	\$20	714	\$14,280
Holidays: All Day	\$30	288	\$8,640
		Maintenance Yard Total	\$104,750
		Additional Guard Services As Needed	\$10,475
		Contract Not to Exceed	\$115,225

**CITY OF LANCASTER MAINTENANCE YARD SECURITY**

**CITY HOLIDAY LIST**

- December 24, 2019 – Christmas Eve
- December 25, 2019 – Christmas Day
- December 31, 2019 – New Year’s Eve
- January 1, 2020 – New Year’s Day
- January 20, 2020 – Martin Luther King Day
- February 17, 2020 – Presidents’ Day
- May 25, 2020 – Memorial Day
- July 4, 2020 – Independence Day
- September 7, 2020 – Labor Day
- November 26, 2020 – Thanksgiving Day
- November 27, 2020 – Day after Thanksgiving
- December 24, 2020 – Christmas Eve
- December 25, 2020 – Christmas Day
- December 31, 2020 – New Year’s Eve
- January 1, 2021 – New Year’s Day



## City Of Lancaster Maintenance Yard



**Proposal For Service**

**661-836-7377**



## **ACME ASSET PROTECTION SERVICES**

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*Office: 307 West Avenue 1 Suite B*

*PHONE: 661-836-7377 PPO120474*

### **PROPOSAL FOR SECURITY SERVICE**

Date: 11/27/2019

To: Heather Andrews

RE: Proposal for Service City of Lancaster Maintenance Yard

ACME Asset Protection provides the following services:

Program Investment: Billed Monthly

**See the attached Scope of work provided by client**

**Program – Patrol: Supervisory checks of officers on post**

Agreements will include the following

24-hour emergency calls of service included in the above rates.  
Emergency response during onsite officer's duty and when officers are not onsite will include two patrol hits per night after the officer leaves, supervisor checks on officers on site

ACME utilizes vehicle patrols that run 24 hours per day, seven days a week; we offer specialized services as well as standard patrol and or sentry officers. We will go above and beyond to correct any issues that you may have on your properties.

Daily reports of any activity on shift, all guards are proactive in dealing with any situation including addressing transient (Homeless) persons, all guards are supervised by patrol Supervisors and in radio contact with dispatch for backup assistance if the need should arise.

Court time, special events, and additional officers requested billed at the hourly rate. National holidays billed at time and one half. (This is standing Officer only) (Thanksgiving and Christmas)

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## **PERSONNEL**

ACME Asset Protection personnel undergo a complete pre-employment selection screening process. This consists of a written application, oral interview, and background check. This process ensures that we hire only the best-qualified and responsible personnel.

Each Officer has completed the "Powers to Arrest" examination required by the State of California. Additionally, each Officer continuously participates in training and education through a certified training instructor dealing with all aspects of any situation they encounter to maintain and update their qualifications, skills, and tactics. The training consists of but is not limited to: criminal law, report writing, public relations, arrest/search techniques, escalation and de-escalation of force, weapons safety, First Aid/CPR techniques, identification of sexual harassment, and fire safety control.

Numerous Officer within the company completed Security Academies, Police Academies, Administration of Justice courses, and Penal Code 832 (California's basic requirement to become a Peace Officer). ACME works very closely with law enforcement and has developed a good repour with them.

## **SUPERVISION**

ACME Asset Protection is structured as a paramilitary organization, which utilizes a chain of command. The Operations Manager will negotiate all duty changes, consultations, and job-related interests with the client or designated property supervisor.

A post supervisor will be assigned to the property and will conduct random inspections of the post, and personnel. The supervisor will maintain all Site equipment and be responsible for the accuracy and completeness of submitted daily logs and reports. All logs and reports are reviewed by the Operations Manager, daily.

Company Owner/Managers conducting posts checks will be driving a company vehicle marked with the company name. The vehicle is equipped with two-way radio communication, a cellular telephone, a first aid kit, and spotlights.

## **POLICIES AND PROCEDURES**

ACME Asset Protection provides each employee with a company manual. The manual includes information relevant to company operations and contains policies and procedure in which each employee is required to learn and adhere to. ACME Asset Protection manual consists of the following:

### **Code of Ethics.**

**Personnel Procedures:** Payroll, Attendance, Probation Period and Industrial Accidents.

**Conduct and Regulations:** Conduct and Regulations, Personal Appearance Standards, Public Relations and Sexual Harassment.

**Uniforms:** Regulations Governing Uniforms and Inspections.

**Weapons:** Escalation/De-escalation of Force Theory, Defensive Tactics, Chemical Irritant Control Device, Use of Firearms Policy, Firearms Qualification Requirements and Firearms Diagrams.

**Company Equipment:** Use of Company Vehicles, Radio Procedures, Radio Operating Instructions, Equipment Loss/Damage Reports and Vehicular Reports.

**Training Bulletins:** Criminal Law and Arrest Procedures, General Report Writing, Handling Mental/Drug Abuse, and Fire Safety/Control.

### **Community-Based Policing**

ACME Asset Protection is a pro-community involvement. We enjoy participation in neighborhood watch programs, community meetings, and special events. Our main interest is your interest, property, and wellbeing.

### **Contract cancellation policy**

If a cancellation of service is necessary, a Thirty (30) day notice will be required to be sent to Acme Asset Protection. All cancellation letters must be mailed to **307 West Avenue I suite B Lancaster Ca 93534**

### **TWENTY-FOUR (24) HOUR DISPATCH**

ACME Asset Protection maintains a twenty-four-hour Dispatch. The company dispatch number will be made available to all employees. Employees are encouraged to call in emergencies, complaints, and crime in progress. The Security Officer will then be dispatched via a two-way radio to the call.

With the Security Officers having direct communications to the Dispatch Center, Police, Fire Dept, and Paramedics can be summoned immediately. Furthermore, the client can be notified of any incident or emergency on the protected property. The client may also call the dispatch center at any time to provide or receive information.

### **PROGRAM INCENTIVE**

We have bilingual Officers to better serve our community.

Public Relations Patrols are unscheduled and random during the day. We feel it is important that the community is aware of our service day and night.

ACME Asset Protection will give priority to all clients should civil unrest or emergency conditions arise. The "priority" includes requests for additional work hours, officers, and equipment. All rates are guaranteed through previous or existing contracts.

Per the client's request, additional officers may be called into work at times other than their normal schedule.

Should you require additional information, please feel free to call at any time. We are ready and capable to meet your needs.

Michael Cheek  
President



[mcheek@acmeaps.com](mailto:mcheek@acmeaps.com)

Office 661-836-7377  
Cell, 661-492-1763

#### Scope of Work

- See Attached Scope Of Work



**STAFF REPORT**  
**City of Lancaster**

CC 5
2/8/2022
JC

Date: February 8, 2022

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Approval of Amendment No. 2 of the Maintenance Yard Security Services Agreement to Allikat, Inc., DBA ACME Asset Protection Services

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**Recommendations:**

1. Approve Amendment No. 2 of the Maintenance Yard Security Services Agreement to Allikat, Inc., DBA ACME Asset Protection Services.
2. Authorize the City Manager, or his designee, to sign all documents.

**Fiscal Impact:**

\$186,048.00. Sufficient funds are available in account 203-4752-301 for the cost of services rendered in the current fiscal year. Services rendered in fiscal year 2022-2023 shall be budgeted from Gas Tax Fund 203 and Prop A Fund 207.

**Background:**

The initial agreement for the Maintenance Yard Security Services was signed on January 29, 2020, with the first amendment signed February 3, 2021. Due to an increased need in hours for onsite presence, this amendment increased the not-to-exceed amount from \$121,921.80 to \$186,048.00. Security services are used to patrol the parking lot and yard during off-work hours, and used to patrol during work hours in the parking lot only.

NJ:sm

**Attachment:**

Amendment No. 2 Agreement





**NOTEPAD:**

HOLDER CODE **CITYLAN**  
INSURED'S NAME Allikat Inc DBA Acme Asset Protection Services

**ACMEA-2**  
**OP ID: MO**

PAGE 2  
Date **11/22/2021**

City of Lancaster, its elected officials, officers, employees and volunteers are included as an additional insured on a primary and non contributory basis under the general liability with respect to the liability created by the negligent acts, errors and omissions of the named insured herein as required by written contract. Waiver of subrogation applies as required by written contract.

POLICY NUMBER: CL00960781

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

Any Person or Organization for whom the insured, prior to a claim, occurrence or incident for which the insured could reasonably expect a claim or occurrence to arise, was required via written agreement or contractual obligation, to waive such rights.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

#### 4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the specific extent required by that contract.

However, under the contributory 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 proportional ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

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

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by \_\_\_\_\_

**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>
Automatic Status Included Where Required by Written Contract.	Automatic Status Included Where Required by Written Contract.
Additional Information:	
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 or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in the performance of your operations for the additional insured at the location shown in the Schedule.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law;
- b. 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; and

- c. Regardless of the date of occurrence or when the injury or damage first occurs or is first discovered, a person's or organization's status as an additional insured under this endorsement ends upon the earliest of:
  - (1) The completion or termination of the contract or agreement between you and the additional insured for the location shown in the Schedule;
  - (2) The date you cease actively performing operations for the additional insured at the location shown in the Schedule; or
  - (3) The expiration or termination date of the policy or this endorsement.

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

This insurance does not apply to liability or damages for "bodily injury", "property damage", or "personal and advertising injury":

- 1. Caused by, arising from, or included in the "products-completed operations hazard";
- 2. Arising out of the additional insured's sole negligence;
- 3. Arising out of work or operations performed by you that were completed prior to the effective date of this endorsement; or
- 4. Which continues or progressively deteriorates after you cease actively performing operations for the additional insured at the location shown in the Schedule, even if the injury or damage first occurred, or is alleged to have first occurred, during the course of your operations for the additional insured.

**C.** Solely for purposes of this endorsement, the following definition is deleted in its entirety and replaced by the following:

- 1. "'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 location shown in the Schedule has been completed if your contract calls for work at more than one location; or
      - (c) When that part of the work done at the location shown in the Schedule 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.

**D.** 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.



# CERTIFICATE OF LIABILITY INSURANCE

Date  
08/27/2021

**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>  Insuranceonline.Com Services, Inc. (Newport Beach Commercial) 660 Newport Center Dr Ste 340 Newport Beach, CA 92660-6482	<b>CONTACT NAME:</b> Ray Podesta <b>PHONE (A/C, No, Ext):</b> 9495668721 <b>FAX (A/C, No):</b> 9496567738 <b>E-MAIL ADDRESS:</b> ray.podesta@insuranceonline.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : Infinity Select Insurance Company      20260 INSURED B : INSURED C : INSURED D : INSURED E : INSURED F :
---	---

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			504610108234001	08/30/2021	08/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

LANCASTER MAINTENANCE YARD – 615 W Avenue H, LANCASTER, CA - The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

<b>CERTIFICATE HOLDER</b>  The City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	<b>CANCELLATION</b>  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  
--	--

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

**ADDITIONAL NAMED INSURED ENDORSEMENT**

Copy To	Policy ID Number	Expiration Date
The City of Lancaster 44933 Fern Ave Lancaster, CA 93534	504-61010-8234-001	08/30/2022 12:01 a.m.
	<b>Named Insured</b>	
	ALLIKAT INC	
	This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

<b>Additional Insured</b>
The City of Lancaster

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.





**Infinity Commercial Auto**  
 11700 Great Oaks Way, Suite 450  
 Alpharetta, GA 30022

Underwritten by: Infinity Select Insurance Company

Customer Service: 800-722-3391

Claims Service: 800-334-1661

## WAIVER OF SUBROGATION CALIFORNIA

Copy To	Policy ID Number	Expiration Date
ALLIKAT INC	504-61010-8234-001	08/30/2022 12:01 AM
307 W Avenue I	<b>Named Insured</b>	
Ste B	Allikat Inc	
Lancaster, CA 93534	This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

**The City of Lancaster**  
**44933 Fern Ave**  
**Lancaster, CA 93534**

Additional premium in the amount of \$25.00 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

50461SWF01

Amend Date: 08/25/2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/18/2022

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

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

PRODUCER <b>BIBERK</b> P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): <b>844-472-0967</b> FAX (A/C, No): <b>203-654-3613</b> E-MAIL ADDRESS: <b>customerservice@biBERK.com</b>
INSURED <b>Allikat inc</b> Acme Asset Protection 7823 Dogwood Avenue Rosamond, CA 93560	INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : <b>National Liability &amp; Fire Insurance Company</b> <b>20052</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ <b>0</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>0</b> MED EXP (Any one person) \$ <b>0</b> PERSONAL & ADV INJURY \$ <b>0</b> GENERAL AGGREGATE \$ <b>0</b> PRODUCTS - COMP/OP AGG \$ <b>0</b> \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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/A	N9WC477569	02/19/2022	02/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate

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

City of Lancaster, its elected officials, officers, employees and volunteers are included as an additional insured on a primary and non contributory basis under the general liability with respect to the liability created by the negligent acts, errors and omissions of the named insured herein as required by written contract. Waiver of subrogation applies as required by written contract.

<b>CERTIFICATE HOLDER</b>  City Of Lancaster 44933 Fern Avenue Lancaster, CA 93534	<b>CANCELLATION</b>  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
--	--

# Important Information



Allikat inc  
7823 Dogwood Avenue  
Rosamond, CA 93560

## Changes to Your Workers' Compensation Policy with National Liability & Fire Insurance Company Policy Number N9WC477569

### Policy Period

From February 19, 2022 to February 19, 2023, 12:01 AM, standard time at the insured's mailing address.

### Party Requesting the Change and Type of Endorsement

The Agent - Added Blanket Waiver of Subrogation effective 02/19/2022  
State: CA;

Premium change: n/a

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

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

Endorsement Effective See Above  
Insured Allikat inc

Policy No. N9WC477569

Endorsement No. 1  
Premium N/A

Insurance Company  
National Liability & Fire Insurance Company

Countersigned by \_\_\_\_\_

**Thank You Again for Choosing Berkshire Hathaway Insurers of biBERK!**

**Call Customer Service at 844-472-0967 with any questions.**

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

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

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

The additional premium for this endorsement shall be 1.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

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

All CA Operations

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

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

Endorsement Effective  
Insured

Policy No. N9WC477569  
Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_

**STAFF REPORT**  
**City of Lancaster**

CC 6
02/28/23
JC

Date: February 28, 2023

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services  
Marissa Diaz, Assistant Director - Capital Programs

Subject: SPR 19-06 - Acceptance of Improvements (Sewer)

---

**Recommendations:**

1. Approve the following developer-installed sanitary sewer, and accept the sewer for maintenance by the City and for public use:

<u>Project No.</u>	<u>Private Contract No.</u>	<u>Location/Owner</u>
Site Plan Review No. 19-06	20-06	West Side of 20 <sup>th</sup> Street West, North of Existing Pep Boys Store Owner: Saharan Real Estate Investments, LLC

2. Find that the City has complied with the California Environmental Quality Act. A Notice of Exemption was filed and posted on September 16, 2020.

**Fiscal Impact:**

Estimated value of Capital assets is \$23,913.00.

**Background:**

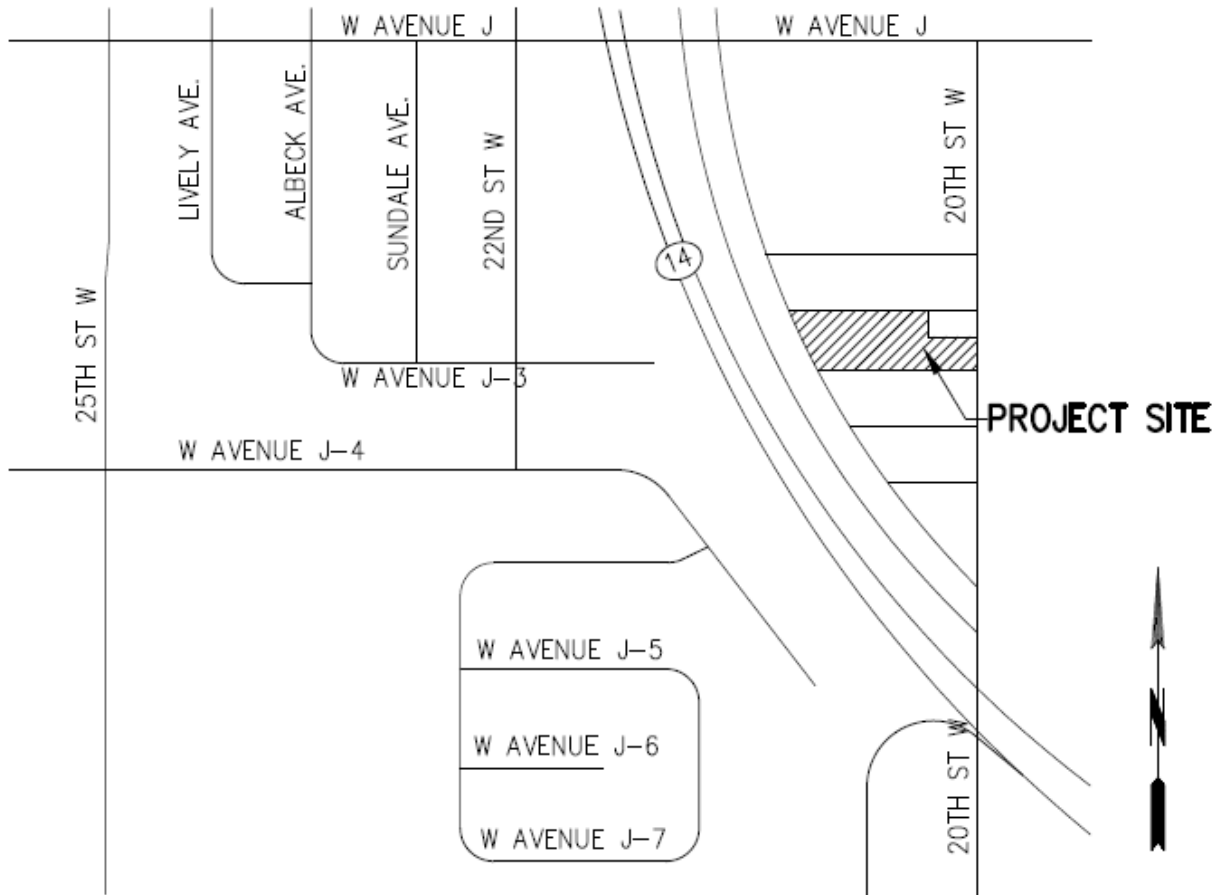
The listed sanitary sewer has been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Senior Director - Development Services.

TL:km

**Attachment:**

Vicinity Map

# SPR 19-06



## VICINITY MAP

**STAFF REPORT**  
**City of Lancaster**

CC 7
02/28/23
JC

Date: February 28, 2023

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services  
Marissa Diaz, Assistant Director - Capital Programs

Subject: Final Map Approval - Parcel Map No. 83526 (Located on 6th Street East, South of Avenue L-12)

---

**Recommendations:**

1. Approve the map and accept the dedications as offered on Parcel Map No. 83526, located on 6<sup>th</sup> Street East, south of Avenue L-12; make findings that this project will not violate any of the provisions of Sections 66473.5, 66474.1 and 66474.6 of the Subdivision Map Act; and instruct the City Clerk to endorse on the face of the map the certificate which embodies the approval of said map and the dedications shown thereon.
2. Find that the approval of a map is not a project under California Environmental Quality Act (CEQA) Guideline Section 15378(b)(5) (CCR, Title 4, Chapter 3, Article 20).

**Fiscal Impact:**

None.

**Background:**

On December 3, 2021, the Development Services Department – Community Development Division approved Tentative Administrative Parcel Map No. 83526 for subdividing 2.48 acres into three parcels in the Heavy Industrial (HI) zone. The Final Map is in substantial conformance with the approved tentative administrative map. Parcel Map No. 83526 has been examined by the City Surveyor, is in substantial conformance with the approved tentative administrative map, and is ready for Council approval. There are no required conditions of improvements and other associated entitlements for this subdivision.

EW:km

**Attachment:**

Vicinity Map



NOT TO SCALE

# CITY OF LANCASTER

## PARCEL MAP NO. 83526



VICINITY MAP  
N.T.S



**STAFF REPORT**  
**City of Lancaster**

CC 8
02/28/23
JC

Date: February 28, 2023

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services  
Gabe Nevarez, Assistant Director – Public Works

Subject: Approval of Amendment No. 6 for RFP No. 697-18- Street Sweeping Services to SCA of CA, LLC

---

**Recommendations:**

1. Approve Amendment No. 6 of Street Sweeping Services Agreement with SCA of CA, LLC., for RFP No. 697-18- Street Sweeping Services for six (6) months and to add prevailing wages to the contract.
2. Authorize the City Manager, or his designee, to sign all documents.
3. Find that this item is not a project under to the California Environmental Quality Act.

**Fiscal Impact:**

Not to exceed \$548,276.28 with a 5% contingency for additional areas added. Sufficient funds will be available in 203-4752-450 and 484-4752-450.

**Background:**

In October 2018, the City advertised a Request for Proposals for Street Sweeping Services. The scope included the sweeping of residential and all arterial streets twice per month, and twenty-five (25) hours of special event sweeps at no additional cost to the City. An evaluation committee with staff from Development Services and Finance evaluated the proposals based on evaluation criteria identified in the Request for Proposal. These criteria are pricing, qualification of business, experience with similar services of this nature, references, and local preference. While Venco Power Sweeping, Inc., had the lowest price, CleanStreet, Inc., received the highest overall score. CleanStreet has over 25 years of experience providing street sweeping services to municipalities throughout the State. The company changed their name to SCA of CA, LLC. in 2022.

NJ:sm

**Attachments:**

SCA of CA LLC Street Sweeping Amendment No. 6  
2022 Full Agreement Documents

AMENDMENT NO. 6 TO STREET SWEEPING SERVICES AGREEMENT

This Amendment ("Amendment No. 6") is hereby entered into effective March 1, 2023 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and SCA of CA, LLC. (CONTRACTOR) with respect to Agreement Amendment No. 5 for Services between the parties dated March 14, 2022 ("Agreement").

The Parties agree as follows:

1. The term of the Agreement is extended to and including September 1, 2024. No additional extensions will be done and the contract will go back out to RFP.
2. Prevailing wages will be added to this Agreement, see " Payment Clause," attached hereto as Exhibit "A".
3. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

CONTRACTOR  
SCA of CA, LLC.

\_\_\_\_\_  
Jason Caudle, City Manager

\_\_\_\_\_  
Tony Cincotta, Regional Vice President

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONTRACT SUBMISSION APPROVAL:

\_\_\_\_\_  
Department Head

**EXHIBIT "A"**  
**Effective March 1, 2023**

PAYMENT CLAUSE

Payment.

Current Contract: NTE \$648,685.22 (12 months) | \$310,849.14 (6 months)

Prevailing Wage Increase: \$511,565.26 (6 months)

2023 6-month Contract Total: \$822,414.40 (6 months)

Contingency (5%): \$41,120.72 (6 months)

**New Total: NTE \$863,535.12 (6 months)**

The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed **\$863,535.12**. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

AMENDMENT NO. 5 TO STREET SWEEPING SERVICES AGREEMENT


This Amendment ("Amendment No. 5") is hereby entered into effective March 14, 2022 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and SCA of CA, LLC. (CONTRACTOR) with respect to Agreement Amendment No. 4 for Services between the parties dated February 28, 2022 ("Agreement").

The Parties agree as follows:

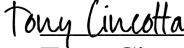
1. The City acknowledges that the CONTRACTOR's business name has changed from CleanStreet, Inc. to SCA of CA, LLC.
2. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

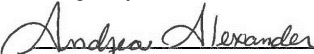
CONTRACTOR  
CLEANSTREET, INC.

DocuSigned by:  
  
 Jason Caudle, City Manager


DS  
TN

DocuSigned by:  
  
 Tony Cincotta, Regional Vice President

DS

ATTEST:  
 DocuSigned by:  
  
 Andyea Alexander  
 City Clerk

E37A8C8A94E5421...

APPROVED AS TO FORM:  
 DocuSigned by:  
  
 Janelle Corbett  
 City Attorney

032C592003B94CF...

Approved Insurance Documents

CONTRACT SUBMISSION APPROVAL:  
  
 Department Head

DS GN DS JW



February 16, 2022

Dear Valued Customer,

CleanStreet Inc. is excited to announce they are now a part of Sweeping Corporation of America. You can expect the same great service you received in the past from the same local team.

CleanStreet Inc. in combination with Sweeping Corporation of America brings significant resources in continuing to provide our customers the highest quality service in the industry. SCA is the largest power sweeping company in the United States with over 600 sweepers across 55 locations, covering 17 states. Our nearly 1,700 safety conscious employees look forward to guaranteeing your satisfaction and exceeding your expectations!

As we start to integrate, we wanted to make you aware of our new address for remitting payments.

Please update your systems.

For Checks:

SCA of CA, LLC

PO Box 84533

Seattle, WA 98124-5833

For ACH:

Key Bank

Account #: 359681612693

Routing #: 041001039

Account Name: SCA of CA, LLC

Thank you for your business and we look forward to continuing to be your first choice for all your sweeping needs!

If you have any questions about SCA, the transition or our services, please do not hesitate to contact me at [mzamora@sweepingcorp.com](mailto:mzamora@sweepingcorp.com) or 310-436-6560

Sincerely,

Mike Zamora

Site Manager

1937 W 169th Street

Gardena, CA 90247



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2022

**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.**

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<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 630-468-5600      FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> SWEECOR-01 SCA of CA, LLC 4141 Rockside Road, Suite 100 Seven Hills OH 44131	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>INSURER A :</b> Hartford Fire Insurance Company</td> <td style="text-align: right;">NAIC # 19682</td> </tr> <tr> <td><b>INSURER B :</b> Navigators Specialty Insurance Company</td> <td style="text-align: right;">36056</td> </tr> <tr> <td><b>INSURER C :</b> HOMESITE INS CO OF FL</td> <td style="text-align: right;">11156</td> </tr> <tr> <td><b>INSURER D :</b> Steadfast Insurance Company</td> <td style="text-align: right;">26387</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER A :</b> Hartford Fire Insurance Company	NAIC # 19682	<b>INSURER B :</b> Navigators Specialty Insurance Company	36056	<b>INSURER C :</b> HOMESITE INS CO OF FL	11156	<b>INSURER D :</b> Steadfast Insurance Company	26387	<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER D :</b> Steadfast Insurance Company	26387												
<b>INSURER E :</b>													
<b>INSURER F :</b>													

**COVERAGES**      **CERTIFICATE NUMBER: 1895682711**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		83 CSE S67104	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83 CSE S67105	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH21EXCZ0250GIC CXS-138535372-00	6/1/2021 6/1/2021	6/1/2022 6/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 EACH OCC/AGGR (3X2) \$ 3MM/\$3MM
A	<input checked="" type="checkbox"/> <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 N	N/A	83 WN S67103	6/1/2021	6/1/2022	<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
D A	Excess Liability (5x5) Stop Gap Liability - OH			AEC-1875258-02 83 CSE S67104	6/1/2021 6/1/2021	6/1/2022 6/1/2022	Each Occ/Aggregate Limit: \$5,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: RFP No. 741-21 – HAND WORK AND PROTECTED BIKE LANE CLEANING SERVICES  
 City of Lancaster, its elected officials, officers, employees and volunteers are included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions

<b>CERTIFICATE HOLDER</b>  City of Lancaster 44933 North Fern Avenue Lancaster CA 93534	<b>CANCELLATION</b>  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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty 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.

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:

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

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

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



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

## **BLANKET ADDITIONAL INSURED – AS REQUIRED BY WRITTEN CONTRACT – OPTION V**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION II — WHO IS AN INSURED, Paragraph 6. Additional Insureds When Required by Written Contract, Written Agreement or Permit,** Subparagraph **f. Any Other Party** is deleted and replaced with the following:

- A.** Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above and has not been added as an additional insured by separate endorsement under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" as described in Paragraph **(1)**, **(2)**, or **(3)** below, whichever applies:
- (1)** If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of the Additional Insured – Owners, Lessees or Contractors endorsement CG 20 10 11 85, or Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10 01, then such person or organization is an additional insured, but only with respect to liability arising out of "your work" to which the "written contract" applies; or
  - (2)** If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - a.** The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
    - b.** Either or both of the following: the Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;
  - (3)** If neither Paragraph **(1)** nor **(2)** above applies, then the person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by "your work" to which the "written contract" applies; or
- B.** The insurance afforded to the additional insured under this endorsement:
- (1)** Applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
    - (a)** During the policy period; and
    - (b)** Subsequent to the execution of the "written contract"; and
    - (c)** Prior to the expiration of the period of time that the "written contract" requires such insurance be provided to the additional insured; and
    - (d)** Only to the extent permitted by law; and
    - (e)** Will not be broader than that which the "written contract" requires.
- C.** The following additional exclusion applies to any person or organization that qualifies as an additional insured under this endorsement:
- (1)** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**D. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Paragraph b. Excess Insurance, Subparagraph (7) When You Add Others As An Additional Insured To This Insurance** is deleted and replaced with the following:

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this endorsement for this Coverage Part.

**(a) Primary Insurance**

This insurance is primary if you have agreed in the "written contract" that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured has been added as an additional insured.

**(b) Primary And Non-Contributory To Other Insurance**

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

- (i) The additional insured under this endorsement is a Named Insured under such other insurance; and
- (ii) You have agreed in the "written contract" that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

**(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.

- E. With respect to insurance provided to the person or organization that is an additional insured under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer or self-insurer whose policy or program applies to a loss we cover under this endorsement. However, if the "written contract" requires this insurance to be primary and non-contributory, then this provision does not apply to insurance to which the additional insured is the Named Insured.

- F. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard", unless the "written contract" specifically requires such coverage be provided for the additional insured. If additional insured coverage during the "products-completed operation hazard" is required by the "written contract", then such coverage will be provided for either:
  - (1) The number of years as required by the "written contract", but in no event greater than the applicable state's statute of repose; or
  - (2) If the "written contract" is silent on the number of years required for "products-completed operations coverage", then such coverage will be provided for 2 years from the date this policy expires, cancels or terminates.
- G. Only for the purpose of this endorsement, "written contract" means a written contract or written agreement that requires you to include a person or organization as an additional insured on this Coverage Part, provided that:
  - a. The "bodily injury", "property damage" or "personal advertising injury" is caused by an "occurrence" or offense during the policy period; and
  - b. The "written contract" was executed prior to the inception of the policy period and in effect during such "bodily injury", "property damage" or "personal advertising injury".

All other terms and conditions in the policy remain unchanged.



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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend 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" during or after the policy period 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 because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
  - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
  - (b) Any health or therapeutic service, treatment, advice or instruction; or
  - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
  - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
  - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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



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

This exclusion applies:

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

This exclusion does not apply 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;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are 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 because of "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 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify 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"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

#### 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. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

#### j. Damage To Property

"Property damage" to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven 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) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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

#### **k. Damage To Your Product**

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

#### **l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

#### **o. Personal And Advertising Injury**

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

#### **p. Access 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.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion 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 those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

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

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

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

### e. Contractual Liability

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

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

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

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

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

### j. Insureds In Media And Internet Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

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

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of 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".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**w. 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:

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

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

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

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

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

**c. Injury On Normally Occupied Premises**

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

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

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

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

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

- a. All expenses we incur.
- b. Up to \$1,000 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.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

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

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



Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

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

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

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

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), 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 that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
  - (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such 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. Real Estate Manager

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

#### c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

#### **b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

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

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

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.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We Will Pay**

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. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

**3. Products-Completed Operations Aggregate Limit**

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

**4. Personal And Advertising Injury Limit**

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

**5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

**b. Medical expenses under Coverage C**

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

**6. Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

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

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a.** The limits of insurance specified in the written contract or written agreement; or
- b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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. Notice Of Occurrence Or Offense**

You or any additional insured 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. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

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

**c. Assistance And Cooperation Of The Insured**

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 because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

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

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

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

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**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 **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

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

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

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;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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.

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:

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

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

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

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and
- (3)** We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**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 the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

**2. "Advertising idea"** means any idea for an "advertisement".

**3. "Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**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 and, if arising out of the above, mental anguish or death at any time.

**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 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 a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**8. "Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

**9. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement 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.

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

- (1) 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

- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

**13. "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".

**14. "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".

**15. "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 a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "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.

**19. "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.

**20. "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.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. 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.

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

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "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.

**23. "Volunteer worker"** means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "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.

**25. "Your work":**

a. Means:

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

b. Includes

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

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

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

**Policy Number:** 83 WN S67103

**Endorsement Number:**

**Effective Date:**

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

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

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.  
ENDORSEMENT IS NOT APPLICABLE IN KY, NH OR ANY MO CONSTRUCTION RISK.

Countersigned by

*Suean S. Castaneda*

Authorized Representative

AMENDMENT NO. 4 TO STREET SWEEPING SERVICES AGREEMENT


This Amendment ("Amendment No. 4") is hereby entered into effective February 28, 2022 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and CleanStreet, Inc. (CONTRACTOR) with respect to Exhibit "B" of the Agreement Amendment No. 3 for Services between the parties dated June 1, 2021 ("Agreement").


The Parties agree as follows:


1. The term of the Agreement is extended to and including February 28, 2023.
2. " Payment Clause," attached hereto as Exhibit "A".
3. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

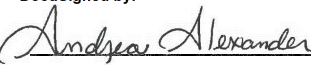
CONTRACTOR  
CLEANSTREET, INC.

DocuSigned by:  
  
 81773FEA3D0C9172  
 Jason Caudle, City Manager

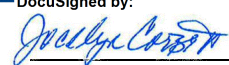
DS  


DocuSigned by:  
  
 8F7051AC6C4116  
 Tony Cincotta, Regional Vice President

ATTEST:

DocuSigned by:  
  
 E37A8C8A94E5421...  
 City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
 032C592003B94CF...  
 City Attorney

Approved Insurance Documents

CONTRACT SUBMISSION APPROVAL:

  
 Department Head

DS  


DS  


**EXHIBIT "A"**  
**Effective February 28, 2022**

PAYMENT CLAUSE

Payment.

Current Contract: NTE \$581,946.75

CPI Increase (5%): \$29,097.34

Additional Areas\* (Identified in June 1, 2021 Amendment): \$1,506.15

Additional Areas\*\* (Identified after June 1, 2021 Amendment): \$3,993.12

Additional Areas\*\*\* (Added as part of this Amendment): \$1,252.08

2021 Contract Total: \$617,795.44

Contingency (5%): \$30,889.78

**New Total: NTE \$648,685.22**

The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$648,685.22. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

Contract amount to be adjusted annually at time of renewal based on the Bureau of Labor Statistics, Employment Cost Index 12-percentage change for private industry workers in December of each year.

\*Additional Areas identified under Amendment #3 (Exhibit B) but only accounted for 9 months of existing contract, this amount accounts for the remaining 3 months not included.

\*\*Additional Areas (Identified after June 1, 2021 Amendment)

Date Added	Area	Miles	Tract #	Monthly Cost	Schedule
10.01.2021	Avenue I and 42nd West	4.62	TR 060858	\$217.14	1/3 Wednesday; Noon-3 p.m.
10.18.2021	Avenue H8 and 20th East - Phase 1	2.46	TR 061819	\$115.62	1/3 Monday; 8 a.m.-Noon
			<b>Total:</b>	<b>\$332.76</b>	

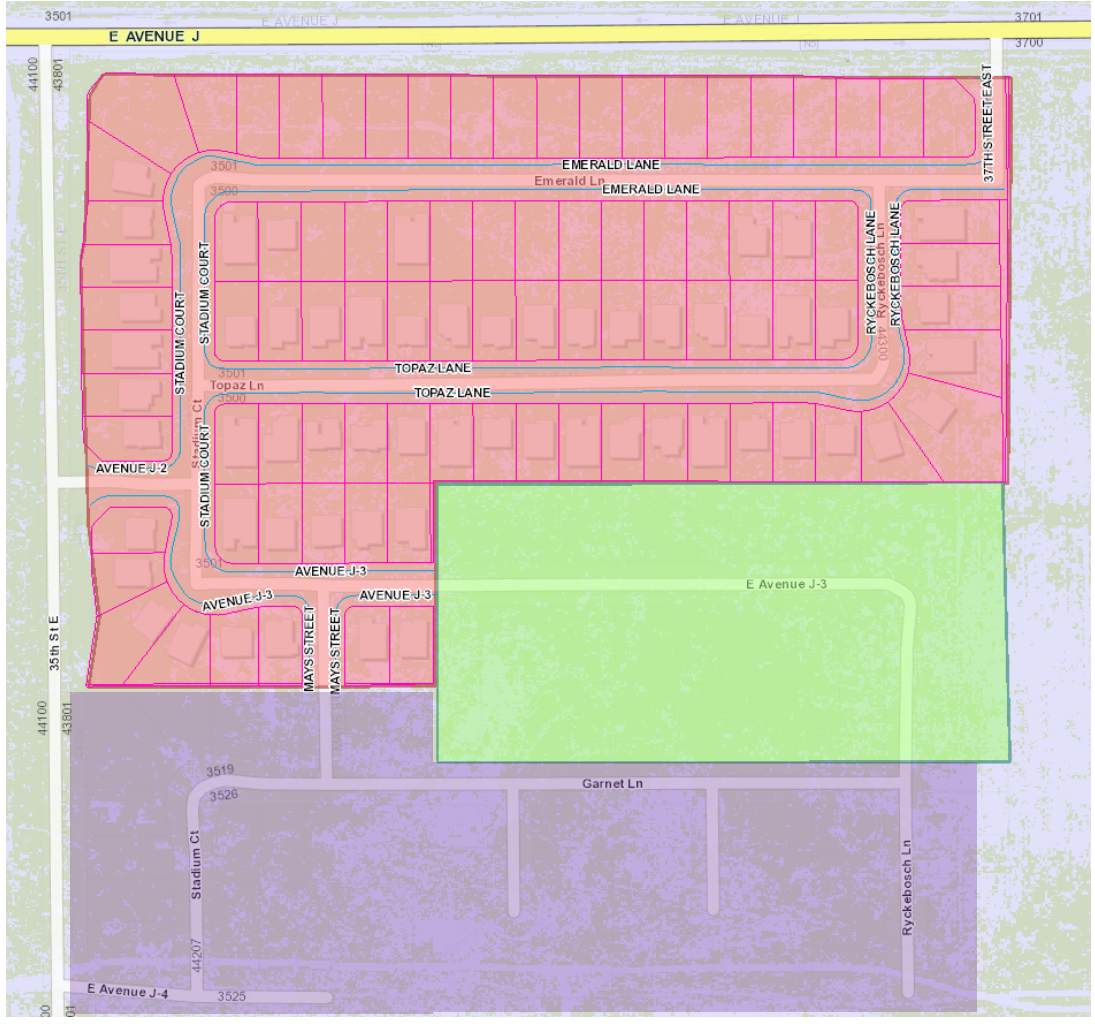
\*\*\*Additional Areas (Added as part of this Amendment) – see next page

Location*	Lane Miles	Route	Frequency	Unit Cost	Monthly Cost
TR 63346	1.38	1/3 Thursday; AM	2x/Month	\$23.50	\$64.86
TR 061206 PH2C	0.84	1/3 Monday, PM	2x/Month	\$23.50	\$39.48

\*maps below – note areas highlighted in purple



**TR 63346**



**TR 061206 PH2C-#2**



**EXHIBIT "B"**  
**Effective February 28, 2022**

AMENDMENT NO. 3 TO STREET SWEEPING SERVICES AGREEMENT

This Amendment ("Amendment No. 3") is hereby entered into effective June 1, 2021 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and CleanStreet, Inc. (CONTRACTOR) with respect to Exhibit "A" of the Agreement for Services between the parties dated February 27, 2021 ("Agreement").

The Parties agree as follows:

1. Changes to "Scope of Services" including:
  - a. Removal of Hand Work front contract upon effective date including: small cul-de-sacs, bulb-outs, ped crossings and protected bike lanes
2. "Payment Clause," attached hereto as Exhibit "B".
3. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

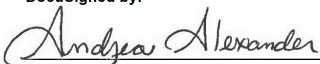
CONTRACTOR  
CleanStreet, Inc.

DocuSigned by:  
  
 9137CEA3D0894721  
 Jason Caudle, City Manager

DS  
TN

DocuSigned by:  
  
 79111111111111111111  
 Lee Miller, Regional Vice President

ATTEST:

DocuSigned by:  
  
 E37A8C8A94E5421...  
 Andrea Alexander, City Clerk

DS GN      DS JH

DocuSigned by:  
  
 032C592003B94CF...  
 Allison E. Burns, Esq., City Attorney

Approved Insurance Documents

**EXHIBIT "A"**  
**June 1, 2021 Amendment**

**AMENDMENT NO. 2 TO STREET SWEEPING SERVICES AGREEMENT**

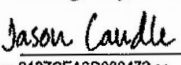
This Amendment ("Amendment No. 2") is hereby entered into effective February 27, 2021 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and CleanStreet, Inc. (CONTRACTOR) with respect to Exhibit "A" of the Agreement for Services between the parties dated February 27, 2020 ("Agreement").

The Parties agree as follows:

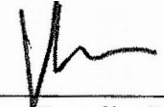
1. The term of the Agreement is extended to and including February 27, 2022.
2. "Term and Payment Clause," attached hereto as Exhibit "B".
3. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

CONTRACTOR  
CleanStreet, Inc.

DocuSigned by:  
  
Jason Caudle, City Manager

DS  
TN

  
Jere Costello, President

DS GN DS JH DS

ATTEST:

DocuSigned by:  
  
Andrea Alexander, City Clerk

E37A8C8A94E5421...

DocuSigned by:  
  
Allison E. Burns, Esq., City Attorney

032C592003B94CF...

Approve Insurance Documents

Exhibit "A"

AMENDMENT NO. 1 TO STREET SWEEPING SERVICES AGREEMENT

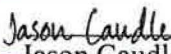
This Amendment ("Amendment No. 1") is hereby entered into effective February 27, 2020 by and between the City of Lancaster, a Municipal Corporation, in the State of California, and CleanStreet, Inc. (CONTRACTOR) with respect to Exhibit "A" of the Agreement for Street Sweeping Services between the parties dated February 26, 2019 ("Agreement").

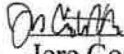
The Parties agree as follows:

1. The term of the Agreement is extended to and including February 27, 2021.
2. All other terms and provisions of the Agreement and subsequent amendments are hereby reaffirmed.

CITY OF LANCASTER

CONTRACTOR  
CleanStreet, Inc.

DocuSigned by:  
  
 Jason Caudle, City Manager  
 March 9, 2020 | 8:49:28 AM PDT

DocuSigned by:  
  
 Jere Costello, President  
 March 6, 2020 | 7:37:43 AM PS

ATTEST:

DocuSigned by:  
  
 Andrea Alexander, City Clerk

DocuSigned by:  
  
  


DocuSigned by:  
  
 City Attorney

Approve Insurance Documents

**EXHIBIT "A"**

**Previously Executed Agreement**

The work to be performed under this contract shall include:

**SEE ATTACHED**

AGREEMENT FOR STREET SWEEPING SERVICES

THIS AGREEMENT FOR STREET SWEEPING SERVICES (this "AGREEMENT") is made and entered into this 26 day of Feb, 2019, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and CleanStreet, Inc. (the "CONTRACTOR").

RECITALS

WHEREAS, OWNER desires to engage CONTRACTOR to perform certain services, as provided herein, identified as:

**STREET SWEEPING SERVICES**

WHEREAS, the principal members of CONTRACTOR are qualified and duly registered/licensed under the laws of the State of California, and CONTRACTOR desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONTRACTOR: CleanStreet, Inc.

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER            Jeff Hogan  
                          Development Services Director  
                          City of Lancaster  
                          44933 North Fern Avenue  
                          Lancaster, California 93534

CONTRACTOR    Jere Costello, President  
                          CleanStreet, Inc.  
                          1937 West 169<sup>th</sup> Street  
                          Gardena, California 90247

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall

assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The OWNER'S RFP 697-18 and the CONTRACTOR'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This AGREEMENT
- Second: The OWNER'S RFP 697-18, all attachments, and all addenda
- Third: The CONTRACTOR'S Proposal

6. **Description of Work.** OWNER hereby engages CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the maintenance services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The Development Services Director or his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Development Services Director, or his or her designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in the Scope of Services is not to exceed \$ 537,847.44. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONTRACTOR, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR of its obligations under this AGREEMENT.

8. **Obligations of the CONTRACTOR.**

A. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.

B. CONTRACTOR shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Payment of Prevailing Wage.** This section is not applicable.

10. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.

11. **Hold Harmless and Indemnification.** CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

12. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Development Services Director and CONTRACTOR.

13. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

14. **Termination for Convenience.** The governing board of the OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

15. **Termination for Cause.**

A. The governing board of the OWNER may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONTRACTOR to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR's services. In the event no new CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONTRACTOR, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

16. **Independent Contractor.** CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

17. **Insurance.**

A. (1) The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide and that are admitted insurers in the State of California:

<b>Commercial General Liability</b>	
Each Occurrence	\$2,000,000
Per Project General Aggregate	\$5,000,000
Including Products/Completed Operations	
Including Contractual Liability/Independent Contractors	
Including Broad Form Property Damage	
 <b>Commercial Automobile Liability</b>	
Combined Single Limit per Accident for Bodily Injury and Property Damage	\$5,000,000



**Workers Compensation**

As Required by the State of California

Statutory Limits

**Employer's Liability**

Each Accident

\$1,000,000

Bodily Injury by Disease

\$1,000,000

Each Employee

\$1,000,000

B. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01.

C. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies, and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

G. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.

H. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.

J. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.

L. Certificates of Insurance must be deposited with the OWNER for all coverage required by this contract. Certificates shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.

(2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

**RFP No. 697-18 – STREET SWEEPING SERVICES**

City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

(4) List in the "Cancellation" section:

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named to the left.

M. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONTRACTOR.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the OWNER'S insured entities.

18. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its Development Services Director or his or her designee, has issued the notice to proceed.

CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER'S notice to proceed.

19. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONTRACTOR, then CONTRACTOR shall be entitled to an extension of time equal to said delay, subject to the OWNER'S right to terminate this AGREEMENT pursuant to Section 14.

B. CONTRACTOR shall submit to OWNER a written request for an extension of time within ten (10) days after commencement of such delay, and failure to do so shall constitute a waiver thereof. OWNER shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, OWNER shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

20. **Ownership of Documents.** All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by CONTRACTOR in the course of performing the work required by this AGREEMENT shall be the property of the OWNER. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONTRACTOR under this AGREEMENT shall, upon request, be made available to OWNER without restriction or limitation on their use.

21. **Data Provided to CONTRACTOR.** OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER'S possession which may facilitate the timely performance of the work described in the Scope of Services.

22. **CONTRACTOR'S Warranties and Representations.**

CONTRACTOR warrants and represents to OWNER as follows:

A. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made

to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

23. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

24. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A"      Scope of Services

Exhibit "B"      Payment Clause

25. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

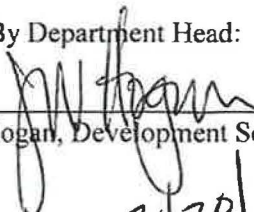
26. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

“OWNER”  
CITY OF LANCASTER  
LANCASTER, CALIFORNIA

Approved By Department Head:

By:   
Jeff Hogan, Development Services Director

Dated: 2/20/19

*PJ* By:   
Jason Caudle, City Manager

Dated: 2/20/2019

"CONTRACTOR"  
CLEANSTREET, INC.


By:   
Jere Costello, President

Dated: February 13, 2019

ATTEST:

  
Britt Avrit, MMC  
City Clerk

APPROVED AS TO FORM:

  
Allison E. Burns, Esq.  
City Attorney

*ABS*

## **Exhibit A**

### **Scope of Services**

#### **Definitions**

“**City**” means the City of Lancaster, a municipal corporation and charter city, and all the territory lying within the municipal boundaries of City as presently existing or as such or as such boundaries may be modified during the term of this Agreement.

“**Curb Mile**” means one mile of City street from the face of curb, extending out onto the street with the width of the sweeper. In the case of streets or other roadways that do not have curbs, once curb mile would be one mile down the center of the roadway, the width of the sweeper.

“**Drainage Structure Inlets**” means all faces of low-flow boxes, catch basins, and storm drain drop inlets.

“**Other**” means raised medians, painted medians and gores, traffic islands, and directional raised islands.

#### **Description of Work**

The work covered by this contract consists of furnishing all labor, equipment, materials and supervision to perform all work necessary to clean streets at designated locations within the City of Lancaster as shown on the provided street sweeping maps. In addition to sweeping all curbs, Contractor shall sweep all bicycle lanes, curb-protected bike paths (less than normal 12' lane width), raised medians and raised “pork chop” pedestrian refuge islands/right turn slip lanes, interior left turn lanes, lanes adjacent to median lanes and traffic calming islands, intersections, and corners including curb returns and drainage structure inlets from any cross street intersecting the subject street. Contractor shall make multiple passes when necessary to ensure all sweep waste is cleaned from the street to the satisfaction of the City and in accordance with this RFP. Contractor shall re-sweep areas that the City has determined to have been swept unsatisfactorily within four (4) business hours of notification at no additional charge.

#### **Manual Sweep/Hand Work Requirements**

Obstructions in the sweeping path that can be removed by hand shall be placed in the hopper of the sweeper by the sweeper operator before sweeping. Contractor shall immediately call and report to the City’s representative the nature and location of immovable objects that are in the sweeping path.

Small diameter cul-de-sacs and/or bulb-outs within the sweeping routes where the gutter broom cannot reach the flowline must be swept by hand. Additionally, all grooved cross-gutters where the gutter broom cannot reach the debris within the grooves shall be swept by hand. *Contractor will manually remove debris located inside all drainage structures within six (6) inches from face of opening.*

Contractor will manually sweep or blow debris from and clean the tops of all of the City's raised concrete medians (non-landscaped) medians and raised "pork chop" pedestrian refuge islands/right turn slip lanes, now existing or added during the term, once per month. *In addition, Contractor shall manually sweep or blow debris from all pedestrian walkways and truncated domes located within pork-chop and pedestrian refuge islands/right turn slip lanes and bulb-outs.*

The table below shows the estimated curb miles in the City to receive street sweeping services and the frequency of service. No machine street sweeping shall be performed during rainstorms, when there is running water in the gutter or street, or for any other reason sweeping is impractical as determined by the City.

Street Type	Frequency	Estimated Monthly Curb Miles
Residential	Biweekly	705.11 x 2
Arterial	Biweekly	189.9 x 2
Other	Monthly	117.24
	<b>Estimated Monthly Miles</b>	<b>1,907.26</b>
Special Sweeps	As needed	100 (per year)
	<b>Estimated Yearly Miles</b>	<b>22,987.12</b>

#### **Curb Mile Adjustments**

At the sole discretion of the City, associated street sweeping areas may be added, deleted or their sweeping frequency modified under the contract at any time. The additional cost or deduct for the affected areas will be calculated using the unit costs provided in the Proposed Schedule of Pricing.

#### **Mileage Calculations**

Compensation for miles of sweeping shall be calculated according to actual curb miles swept. The Contractor shall supply individual mileage logs to the City with each monthly invoice. Areas that are re-swept to meet the City's satisfaction level should not be included in the mileage log.

#### **Sweeping Schedule/Hours**

The City's current street sweeping schedule is located at the following link: <http://gisportal.cityoflancasterca.org/portal/apps/webappviewer/index.html?id=4470322299f94b5885ce6545eccc9333>. The Contractor must meet the schedule outlined in the aforementioned link. If the Contractor requests to deviate from said schedule, those exceptions must be approved by the City, in writing. Deviations from the provided schedule are not recommended. The Contractor shall coordinate street sweeping operations with garbage collection service such that sweeping services do not occur on the same day or the next day as trash services or otherwise interfere with trash and recycling collection services. Prior to contracting, the Contractor shall provide a work plan. The work plan shall address scheduling for residential and arterial street

sweeping. The proposed schedule and work plan will be reviewed by the City and adjusted between both parties as necessary. Once agreed upon, sweeping routes shall not be modified by the Contractor without City approval.

Street sweeping may only take place on residential streets between 8-11am and 12-3pm Monday through Friday. Arterial and other street types may be swept between 5pm and 5am the following day, Monday through Friday. Contractor should attempt to stay within the current sweeping schedule, and if there is a need to deviate from the provided schedule, any costs associated with changing street signage will be charged to the Contractor.

### **Special Sweeps**

A special sweep is any sweeping service required to be completed upon City request within 24-hour notice. Upon notification of the need for the special sweep, Contractor must be on site and ready to sweep within 4 hours unless otherwise instructed by the City. Contractor shall provide an additional 100 curb miles of special sweeps of selected City streets for the collection of debris at no additional cost to the City. Payment for additional curb miles beyond the initial 100 curb miles will be charged to the City at the rate as provided on the Proposed Schedule of Pricing.

### **Special Event Sweeps**

Contractor will provide a maximum of twenty-five (25) hours of street sweeping services annually, at no cost, for City Special Events as instructed by the City. These services shall be provided before, during and/or after all City Special Events. Any additional sweeping beyond the complimentary twenty-five (25) hours shall be billed at the Special Sweeps rate.

### **Sweeper Speeds**

The sweeper shall operate at a safe speed which will allow for maximum debris pick up. Maximum allowed speeds are 3 to 5 miles per hour in heavy buildup of debris and 6 to 8 miles per hour in light build up.

### **Quality of Street Sweeping Services**

Contractor shall remove all debris from all streets every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard shall be physically picked up and placed in the hopper by the operator or other personnel. The Contractor shall contact the City's Project Manager if there are items in the road too large to be picked up by the sweeper which create a hazard to motorist.

The City reserves the right to require that streets be re-swept by Contractor without charge, if inspection by the City reveals that the streets were not swept to the City's standard. The Contractor shall, if directed by the City, re-sweep the area in question within 24 hours of receipt of verbal or written notification.



### **Contract Performance Management**

The City will require monthly contract management meetings with local management of the Contractor in order to discuss the performance of the contract and resolve outstanding issues.

The intent is to provide a high quality, clean appearance on streets throughout the City as determined by the City of Lancaster. The Contractor will maintain such appearance to the satisfaction of the City.

Any discrepancies in the understanding of this clause will be resolved in a manner as determined by the City of Lancaster.

### **Personnel**

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this RFP in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

Contractor shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in collection or other related operations for the City and in accordance with this RFP. Contractor shall ensure that it is in compliance with all statutory laws and OSHA regulations at all times while performing the work outlined in this RFP.

### **Customer Complaints**

The intent of this contract is to provide the highest level of street sweeping and related services available within the City. Customer complaints and inquiries from residential and business property owners in the City are of paramount importance. The Project Manager will communicate all customer service requests to Contractor. Contractor shall respond to all inquiries and complaints the same day they are received. It is Contractor's responsibility to communicate directly with the Project Manager. Contractor shall follow up with customers and Project Manager with the resolution of any and all inquiries and complaints.

### **Holidays**

The Contractor may choose to sweep when a legal holiday occurs on a regularly scheduled sweeping day. If the Contractor chooses not to sweep on a holiday, affected scheduled streets shall be swept within the following one-week period without interruption in the regular sweeping schedule.

### **Communications**

During all sweeping service times, the Contractor shall provide each person that operates a sweeping vehicle with a cell phone, in order to be able to communicate with the City. Additionally, the Contractor shall furnish a list containing names and phone numbers of

supervisory personnel who can be contacted on a 24 hour basis to respond to emergency needs. This list shall be kept current by the Contractor for the life of this contract.

The contract supervisor shall be responsible for ensuring the street sweeping operation remains in compliance with this contract. At the end of each week the Contractor shall make contact with the City's Project Manager for the purpose of exchanging information about the week's sweeping, including production and deficiency reports.

**GPS Equipment and Software**

Sweepers must be equipped with GPS monitoring devices. Contractor will provide the City with access to the GPS system which allows for the monitoring of each sweeper's current location and speed, as well as previously traveled locations. Contractor shall provide the City with computer access to software used to use the GPS system at no cost to the City.

**Transfer and Disposal of Sweep Waste**

Contractor will be responsible for all materials swept and shall properly dispose of materials collected at the City's Maintenance Yard. . The Contractor need not pay disposal fees when debris is disposed of at the City's Maintenance Yard.

**Water Availability**

Contractor shall make arrangements at its own expense to obtain water necessary for the operation. Contractor shall use recycled water in all operations, unless unavailable through the City.

**Payment**

The City will pay the Contractor on a curb mile/month cost basis for monthly sweeping services in accordance with the rates provided to the City in the Proposed Schedule of Pricing. Costs shall include all costs associated with activities.

EXHIBIT "B"

TERM, PAYMENT AND TIME FOR COMMENCEMENT CLAUSE

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of **12 months** from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement for five (5) additional one-year periods.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed **\$537,847.44**. Actual costs shall not exceed the estimated rates and other costs as set forth in the CONTRACTOR'S proposal. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

CONTRACTOR shall not be reimbursed for actual travel expenses incurred in the performance of the work.

Time for Commencement

CONTRACTOR shall commence performance of the work no later than March 1, 2019.



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Jere Costello, President  
ClearStreet, Inc.

ADDITIONAL AUTHORIZATION NO. 1  
AGREEMENT FOR STREET SWEEPING SERVICES

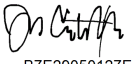
TO: Mr. Jere Costello, President  
CleanStreet, Inc.  
1937 W 169<sup>th</sup> Street  
Gardena, CA 90247

Under terms of our Agreement dated February 27, 2020, you are authorized to proceed with the following additional services:

<u>Project:</u>	STREET SWEEPING SERVICES
<u>Original Authorization:</u>	\$537,847.44
<u>Previous Additional Authorizations:</u>	\$0.00
<u>This Authorization:</u>	\$1,993.80
<u>Total Not To Exceed:</u>	\$539,841.24
<u>Date Required:</u>	Immediately
<u>Project Manager:</u>	Gabriel B. Nevarez

Please see the attached "Exhibit A, Additional Sweeping Areas" outlining the additional areas to be swept.

ACCEPTED:

DocuSigned by:  
  
 B7E29050127E40B...  
 \_\_\_\_\_  
 Jere Costello, President  
 CleanStreet, Inc.

September 15, 2020 | 12:01:09 PM PDT

\_\_\_\_\_  
Date

AUTHORIZED:

DocuSigned by:  
  
 D740785C689346C...  
 \_\_\_\_\_  
 Jeff Hogan, Senior Director - Development Services  
 City of Lancaster

September 15, 2020 | 12:34:20 PM PDT

\_\_\_\_\_  
Date

GBN:ha

ADDITIONAL AUTHORIZATION NO. 1  
AGREEMENT FOR STREET SWEEPING SERVICES

Exhibit A  
Additional Sweeping Areas

Please add the following locations to the residential sweeping route.

<u>Start Date</u>	<u>Location</u>	<u>Area</u>	<u>Route</u>	<u>Frequency</u>	<u>Unit Cost</u>	<u>Monthly Cost</u>
3/1/2020	TR 61819	2.58 miles	1-3 Mon. AM	2x/month	\$23.50	\$121.26
3/1/2020	TR 63595/63346	.956 miles	1-3 Mon. AM	2x/month	\$23.50	\$ 44.89

Maintenance shall commence on the dates as shown above. Compensation shall be paid at the rate noted above, in accordance with our Agreement.

ADDITIONAL AUTHORIZATION NO. 2  
AGREEMENT FOR STREET SWEEPING SERVICES

TO: Mr. Jere Costello, President  
CleanStreet, Inc.  
1937 W 169<sup>th</sup> Street  
Gardena, CA 90247

Under terms of our Agreement dated February 27, 2020, you are authorized to proceed with the following additional services:

<u>Project:</u>	STREET SWEEPING SERVICES
<u>Original Authorization:</u>	\$537,847.44
<u>Previous Additional Authorizations:</u>	\$1,993.80
<u>This Authorization:</u>	\$33.84
<u>Total Not To Exceed:</u>	\$539,875.08
<u>Date Required:</u>	Immediately
<u>Project Manager:</u>	Gabriel B. Nevarez

Please see the attached "Exhibit A, Additional Sweeping Areas" outlining the additional areas to be swept.

ACCEPTED:

DocuSigned by:



Jere Costello, President  
CleanStreet, Inc.

October 1, 2020 | 11:34:50 AM PDT

Date

AUTHORIZED:

DocuSigned by:



Jeff Hogan, Senior Director - Development Services  
City of Lancaster

October 1, 2020 | 11:37:46 AM PDT

Date

GBN:ha

ADDITIONAL AUTHORIZATION NO. 1  
AGREEMENT FOR STREET SWEEPING SERVICES

Exhibit A  
Additional Sweeping Areas

Please add the following locations to the residential sweeping route.

<u>Start Date</u>	<u>Location</u>	<u>Area</u>	<u>Route</u>	<u>Frequency</u>	<u>Unit Cost</u>	<u>Monthly Cost</u>
9/15/2020	PCWP 20-009	.06 miles	1-3 Thur. AM	2x/month	\$23.50	\$2.82

Maintenance shall commence on the dates as shown above. Compensation shall be paid at the rate noted above, in accordance with our Agreement.



R. Rex Parris Mayor  
Marvin E. Crist Vice Mayor  
Ken Mann Council Member  
Raj Malhi Council Member  
Darrell Dorris Council Member  
Jason Caudle City Manager

September 15, 2020

CleanStreet Inc.  
Attn: Rick Anderson  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

**RE: Additional Curb Miles for Street Sweeping (697-18)**

With the completion of PCWP 20-009, the City of Lancaster is requesting the addition of 0.06 curb miles for street sweeping to Agreement 697-18 at the additional cost of \$2.82/month. The additional sweeping will be added to the 1-3 Thursday AM route on the south side of Avenue K4 between 158' east of Buena Vista Way and the westernmost property line of Nancy Cory Elementary School (see attached).

If you have any questions regarding this addition, you can contact Mr. Richard Long, Maintenance Services Manager, Public Works at (661) 723-6225. All correspondence should be addressed to

City of Lancaster  
Attn: Richard Long, Maintenance Services Manager  
Dept. of Public Works  
615 W. Avenue H  
Lancaster, Ca 93534

A handwritten signature in black ink, which appears to be "Richard Long", followed by the text "for GR" written in a similar cursive style.





## PROJECT COMPLETION/TURN OVER

### Please Have Every Recipient Sign

Please type or print legibly in blue or black ink.

Public Works Construction Project Information	
PWCP No.	20-009
Project Name:	Prime Desert Woodland Preserve Gap Closure (Ave. K-4)
Inspector:	Sam Cervantes
Contractor:	R.C. Becker & Son, Inc.
Sub- Contractors:	H & S Electric, Inc., Granstrom Masonry, Inc., Austin Enterprise, Cat Tracking, Inc.

Materials Information		
	Description	Total Units
1	PDF Copy of As-Built Plan	1

As-Built's Turn Over	
Given To:	E-mailed to Gabe Nevarez
Date:	9-15-2020

Acknowledgement			
I hereby certify that I have received the above stated items in good condition.			
Inspectors Signature	<i>Samuel Cervantes</i>	Date:	9-15-2020
Recipients Signature:	<i>Gabe Nevarez</i>	Date:	9-18-2020



ADDITIONAL AUTHORIZATION NO. 3  
AGREEMENT FOR STREET SWEEPING SERVICES

TO: Mr. Jere Costello, President  
CleanStreet, Inc.  
1937 W 169<sup>th</sup> Street  
Gardena, CA 90247

Under terms of our Agreement dated February 27, 2020, you are authorized to proceed with the following additional services:

Project: STREET SWEEPING SERVICES  
Original Authorization: \$537,847.44  
Previous Additional Authorizations: \$2,027.64  
This Authorization: \$1,144.92  
Total Not To Exceed: \$541,020.00  
Date Required: Immediately  
Project Manager: Gabriel B. Nevarez

Please see the attached "Exhibit A, Additional Sweeping Areas" outlining the additional areas to be swept.

ACCEPTED:

DocuSigned by:



B7E29050127E40B...

Jere Costello, President  
CleanStreet, Inc.

October 29, 2020 | 4:27:50 PM PDT

Date

AUTHORIZED:

DocuSigned by:



D740785C689346C...

Jeff Hogan, Senior Director - Development Services  
City of Lancaster

October 29, 2020 | 4:56:22 PM PDT

Date

GBN:ha

ADDITIONAL AUTHORIZATION NO. 3  
AGREEMENT FOR STREET SWEEPING SERVICES

Exhibit A  
Additional Sweeping Areas

Please add the following locations to the residential sweeping route.

<u>Start Date</u>	<u>Location</u>	<u>Area</u>	<u>Route</u>	<u>Frequency</u>	<u>Unit Cost</u>	<u>Monthly Cost</u>
11/1/2020	SS Ave I	1.49 miles	*	2x/month	\$23.50	\$70.03
11/1/2020	NS Ave I	.54 miles	*	2x/month	\$23.50	\$25.38

\*Challenger to 15<sup>th</sup> East should be added to Yellow Route week 1 & 3. All other miles should be added to Purple Route week 2 & 4.

Maintenance shall commence on the dates as shown above. Compensation shall be paid at the rate noted above, in accordance with our Agreement.



R. Rex Parris Mayor  
Marvin E. Crist Vice Mayor  
Ken Mann Council Member  
Raj Malhi Council Member  
Darrell Dorris Council Member  
Jason Caudle City Manager

October 28, 2020

Mr. Rick Anderson  
CleanStreet, Inc.  
1937 W. 169<sup>th</sup> Street  
Gardena, CA. 90247

RE: Addition to City of Lancaster Street Sweeping Contract

Dear Rick:

In accordance with the existing contract, please add the following locations to your route(s) for residential sweeping on a bi-monthly basis. At 2.03 miles, the additional annual cost of \$23.50/curb mile to the contract will be \$1,144.92. Please commence sweeping this location beginning the week of November 2, 2020.

Sincerely,

A handwritten signature in blue ink that reads "R. M. Long".

Richard M. Long  
Maintenance Services Manager

Cc: Gabriel Nevarez, PW Manager  
Heather Andrews, Analyst

Street Sweeping Contract  
697-18

PWCP 17014/15  
Ave I - Challenger to 35E

**ss Ave I**

7E - 200' w/o Cabree	320 lf
120' e/o Cabree - 390' w/o Challenger	279 lf
256' e/o 10E - 15E	2407 lf
261' e/o Price - 652' w/o 25E	1317 lf
27E - ESHS	1994 lf
e/o ESHS - 35E	1539 lf
<b>Sub Total</b>	<b>7856 lf</b>

**ns Ave I**

132' e/o 33E - 601' w/o 33E	743 lf
145' w/o 30E - 332' e/o 27E	855 lf
520' w/o 23E - 856' e/o 23E	191 lf
172' e/o 20E - 18E	775 lf
15E - 317' w/o 15E	317 lf
<b>Sun Total</b>	<b>2881 lf</b>

**TOTAL 10737 lf**

**2.03 cm**

Add 2.03 curb miles of Arterial Sweeping to the contract @ \$23.50/cm; 2x/mo

appropriate \$95.41/mo  
\$1144.92/yr

## EXHIBIT "B"

### TERM AND PAYMENT CLAUSE

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the CONTRACTOR. This Agreement shall continue in full force and effect for a period of one (1) year from the effective date of the Agreement (the "Term"), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provided, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$541,020. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

**EXHIBIT "B"**  
**Effective June 1, 2021**

PAYMENT CLAUSE

Payment.

Removal of Scope of Work and Additional Areas Detail:

Current Contract: NTE \$541,020

Removal of Hand Work (\$29,000/year): \$21,749.94 (nine months removed)

New Total: \$519,270.06

CPI/COLA (6.2% total for 2020 and 2021): \$32,194.74

Contingency (5%): \$25,963.50

Additional Areas\* (nine months remaining): \$4,518.45

New Total: NTE \$581,946.75

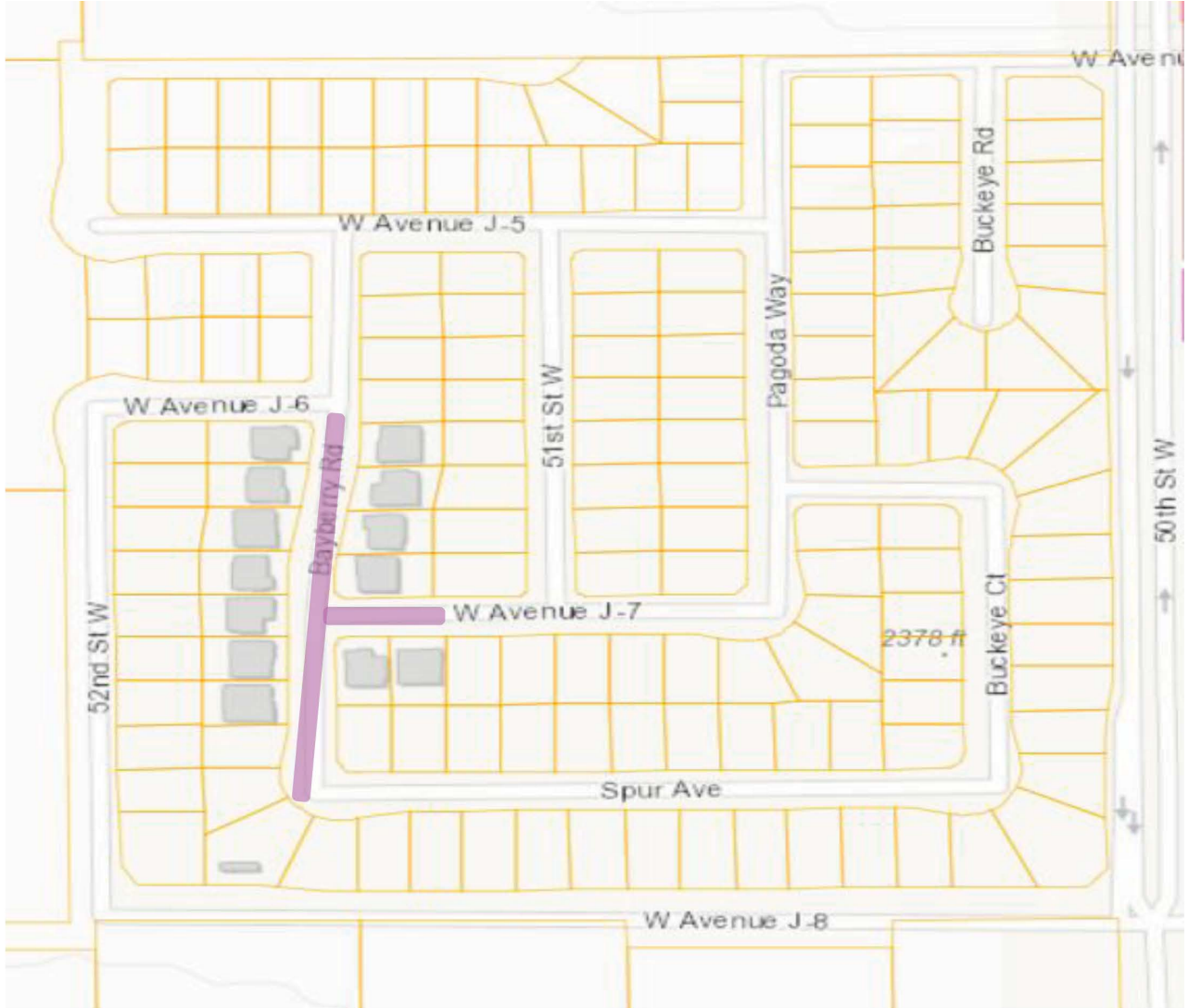
Total Increase on Current 2021 Contract: \$40,926.75

The City of Lancaster shall reimburse the CONTRACTOR for actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed \$581,946.75. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event that additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

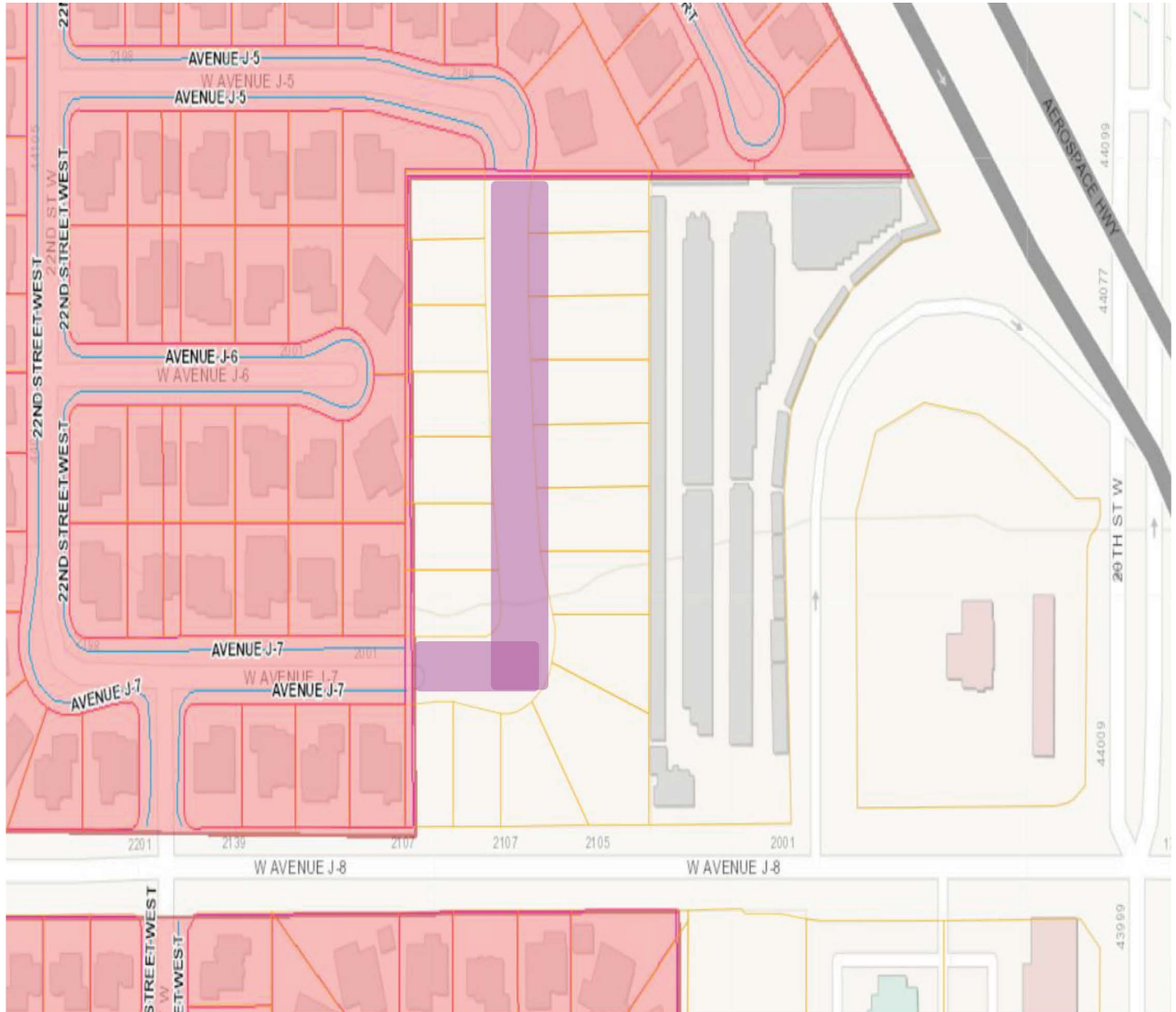
#	Area	Miles	Tract #	Monthly Cost	Schedule	Notes
1	Bayberry Street	0.23	061489 - PH1	\$10.86	1/3 Tuesday; Noon-3 p.m.	Between Avenue J6 and Spur Avenue, East of 52nd Street West
2	43517 Sahuayo Street	0.13	N/A	\$6.11	1/3 Tuesday; 8 a.m.-Noon	Between Avenue K2 and K4; East of Division Street
3	Generation Avenue and Avenue J7	0.24	63201	\$11.28	1/3 Wednesday; 8 a.m.-Noon	Northside Avenue J8 between 20th and 21st Street West
4	Kettering Street, Lamour Court and Jenner Street	0.75	54274	\$35.25	1/3 Monday; Noon-3 p.m.	East of 20th Street East
5	Jackman St and 30th Street West	1.97	60241	\$92.59	1/3 Wednesday; Noon-4 p.m.	
6	Avenue J8, East of 50th Street West	2.05	53102	\$96.35	1/3 Wednesday; Noon-3 p.m.	
7	Avenue J8 and 41st Street West	2.20	60428	\$103.45	1/3 Tuesday; Noon-3 p.m.	
8	Avenue J3 and Ryyckebosch Lane	1.28	061206 PH2C	\$60.16	1/3 Monday; Noon-4 p.m.	East of 35th Street East
9	8th Street East (South of Avenue L)	0.90	N/A	\$42.30	Blue Arterial	
10	Lancaster BLVD and 23rd East	0.93	31613	\$43.71	1/3 Monday; Noon-3 p.m.	
		10.68		\$502.05		



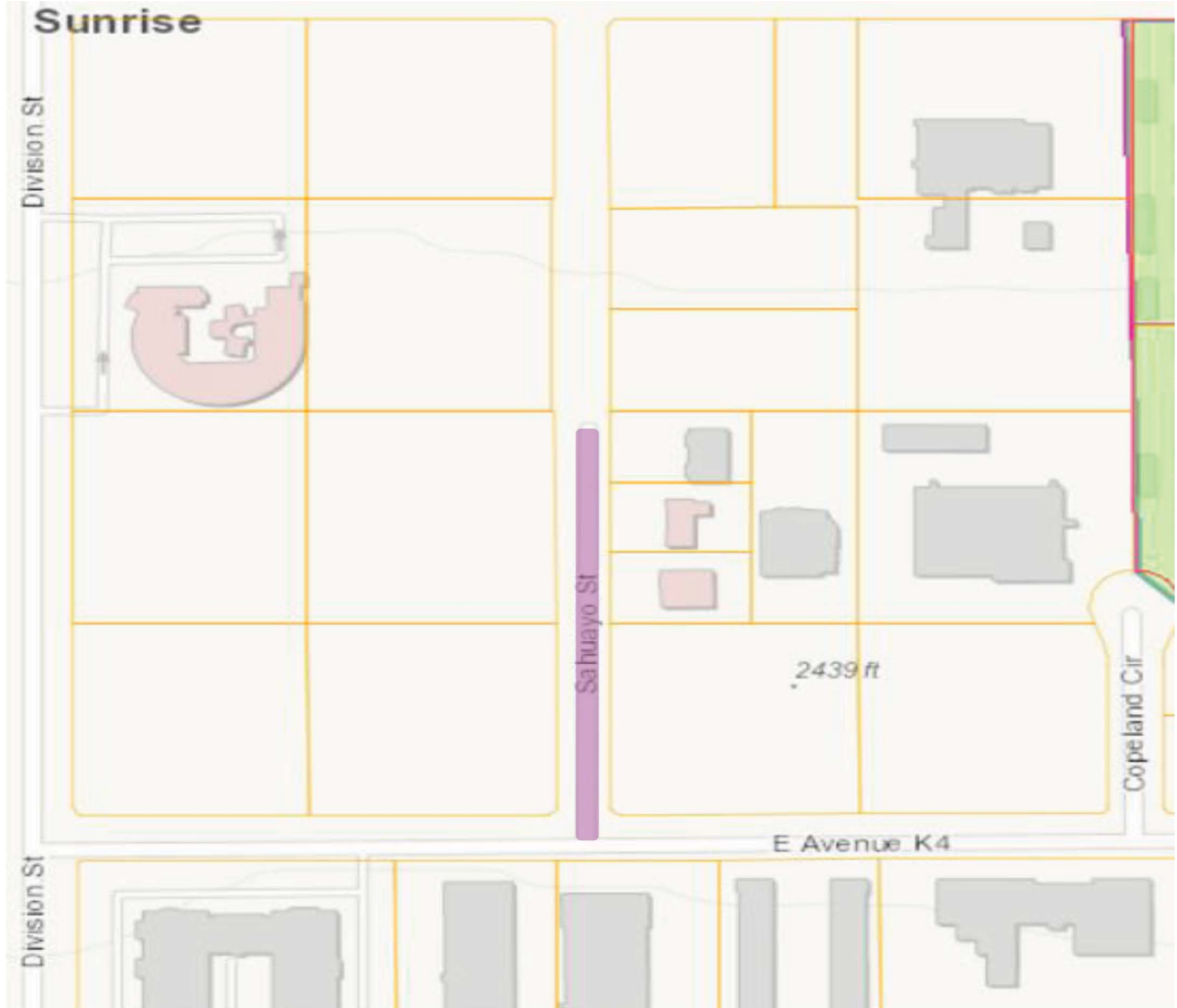
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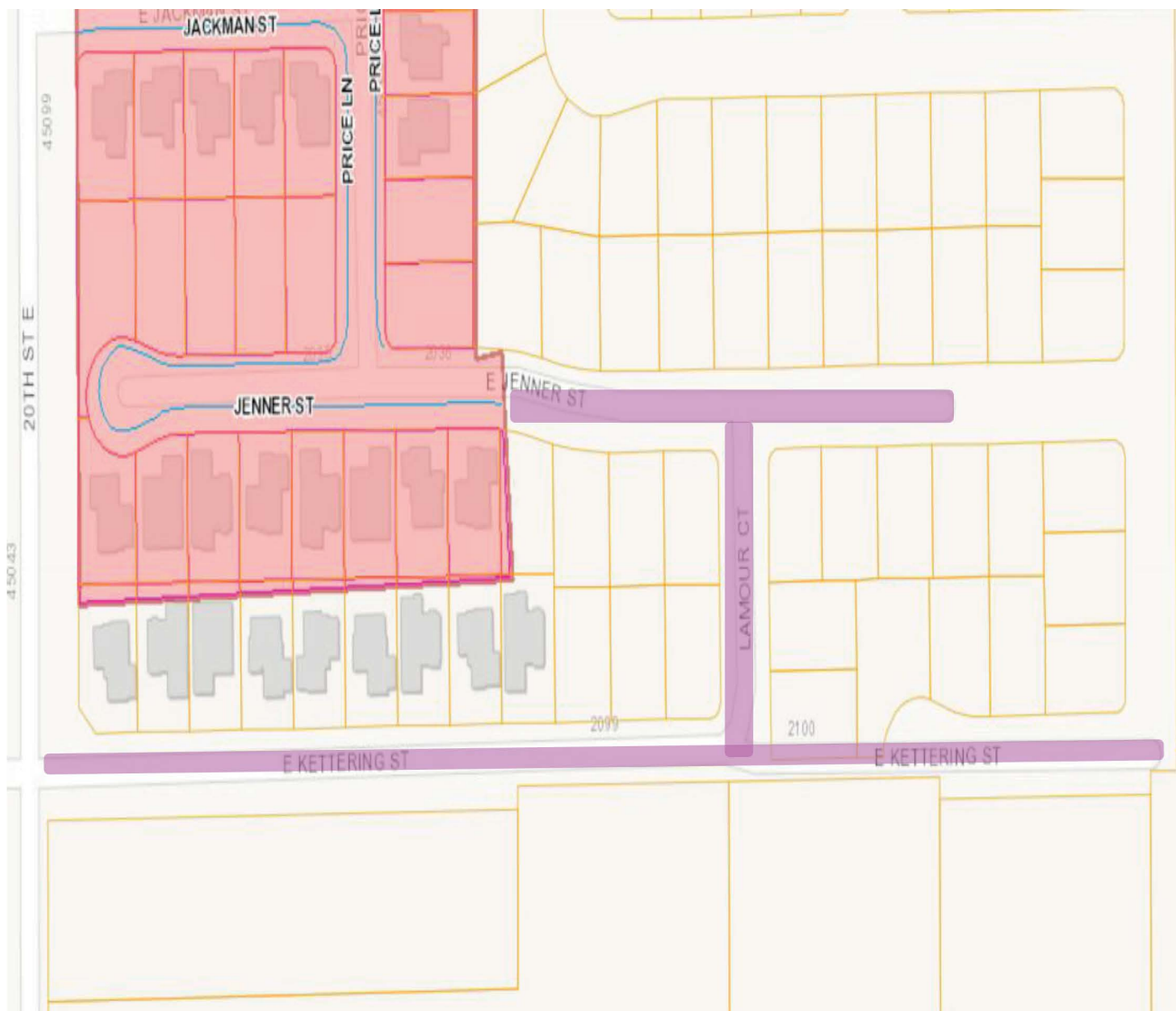
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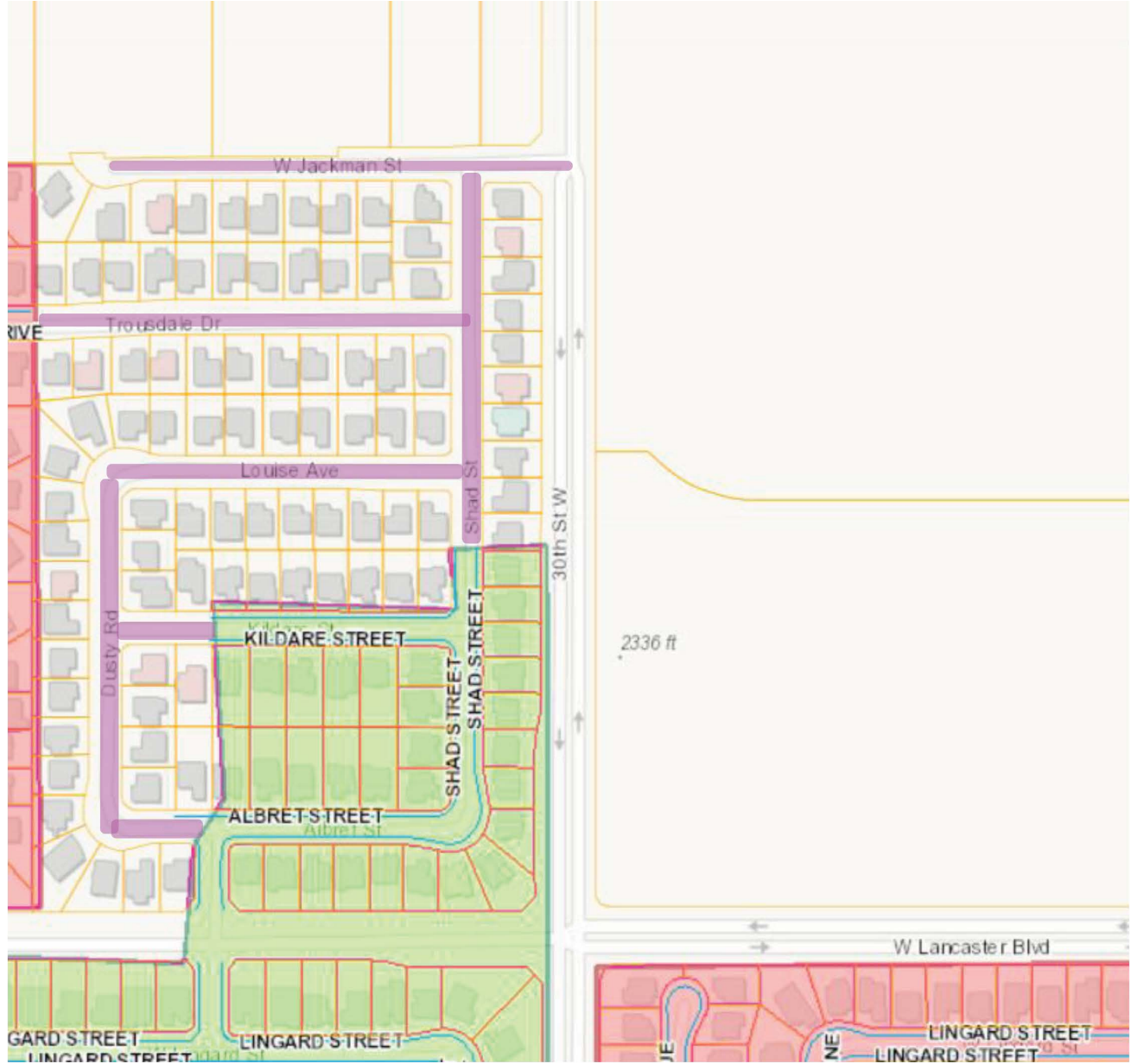
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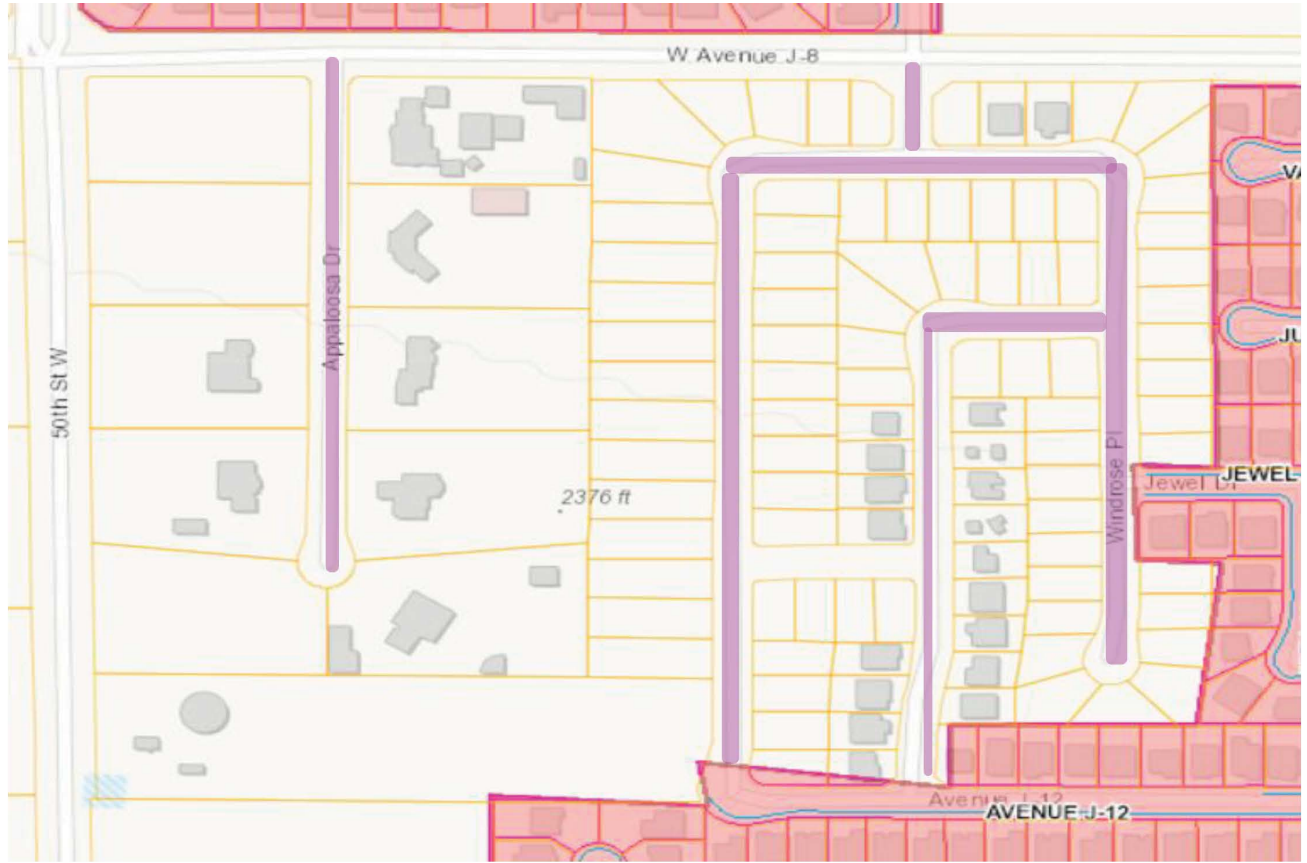
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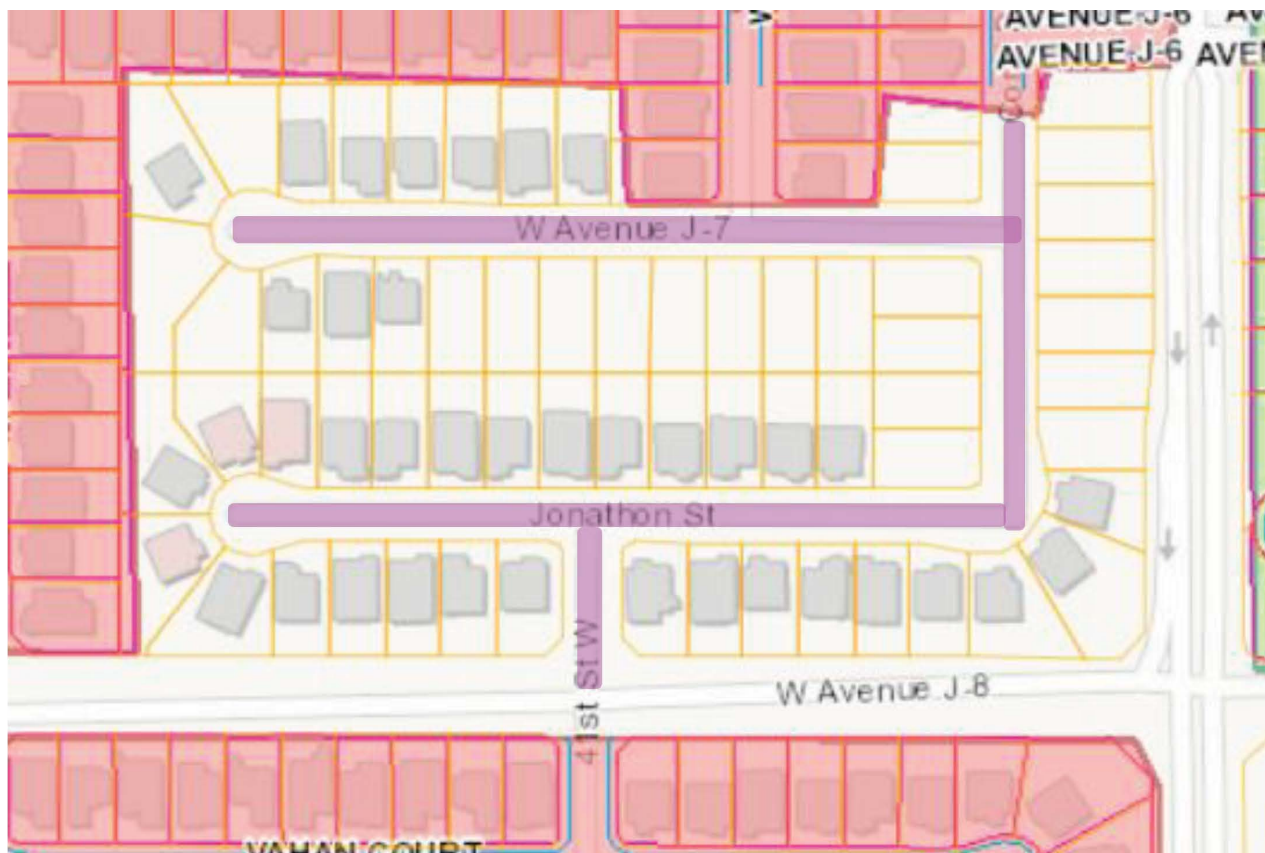
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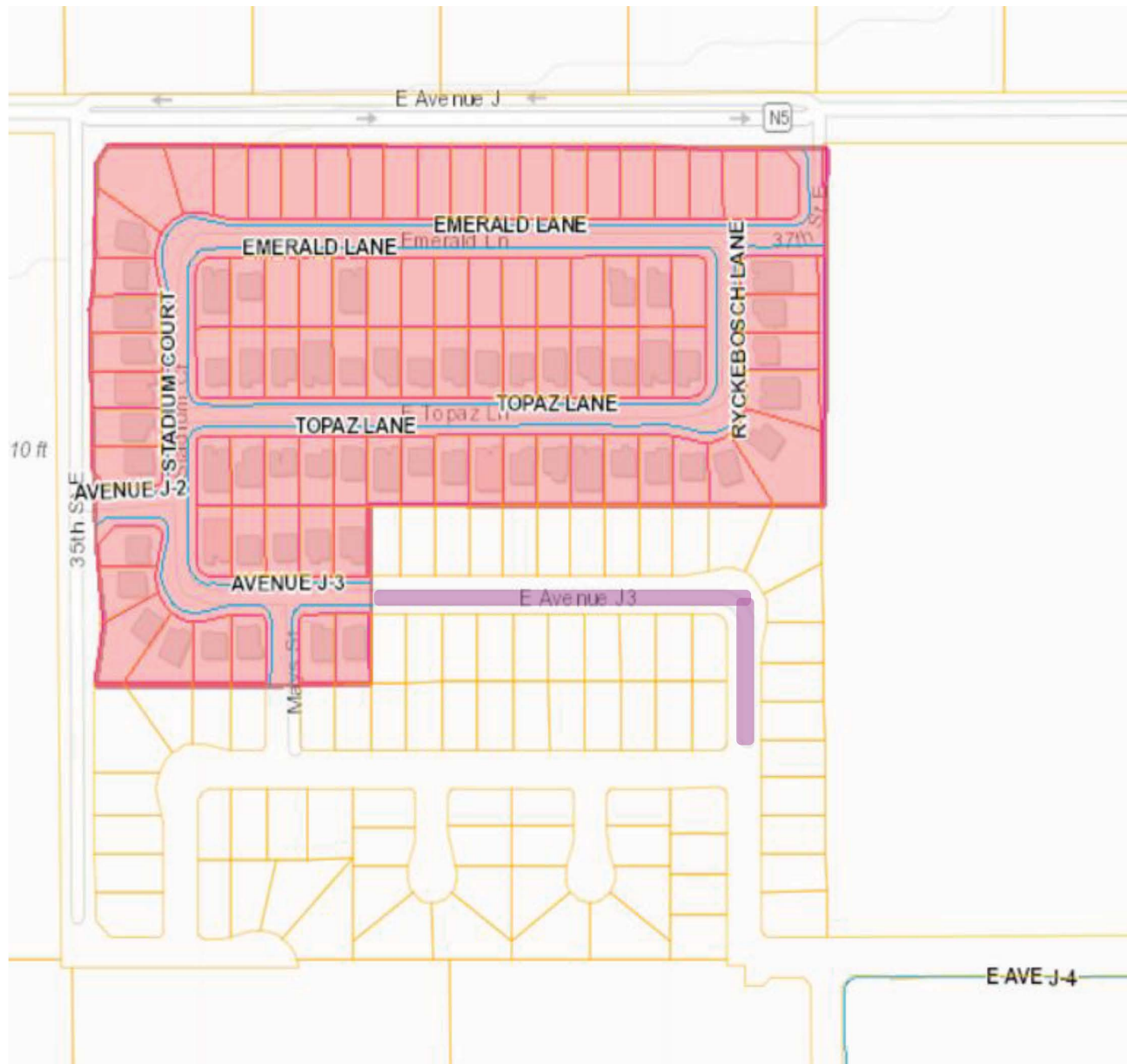
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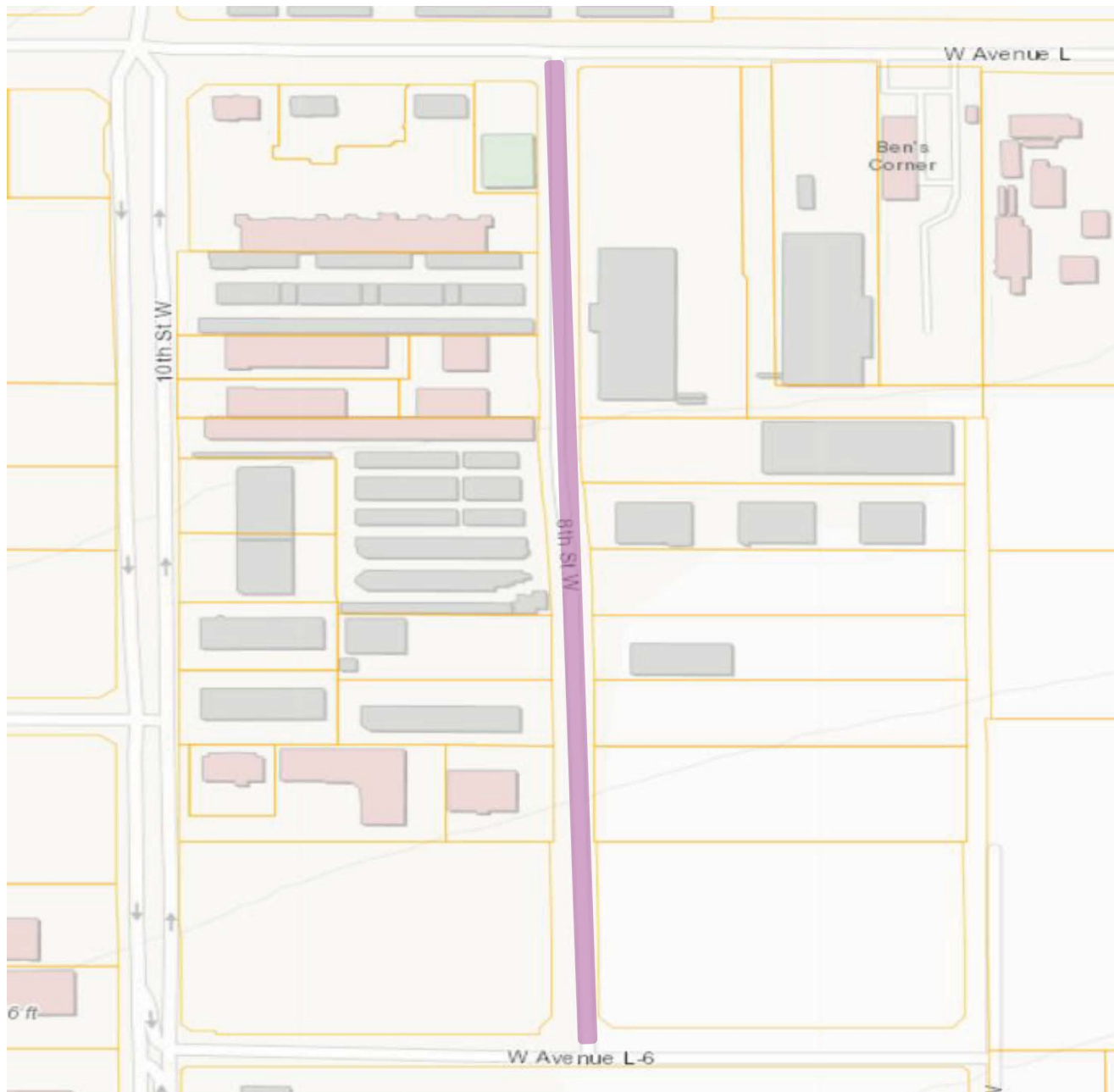


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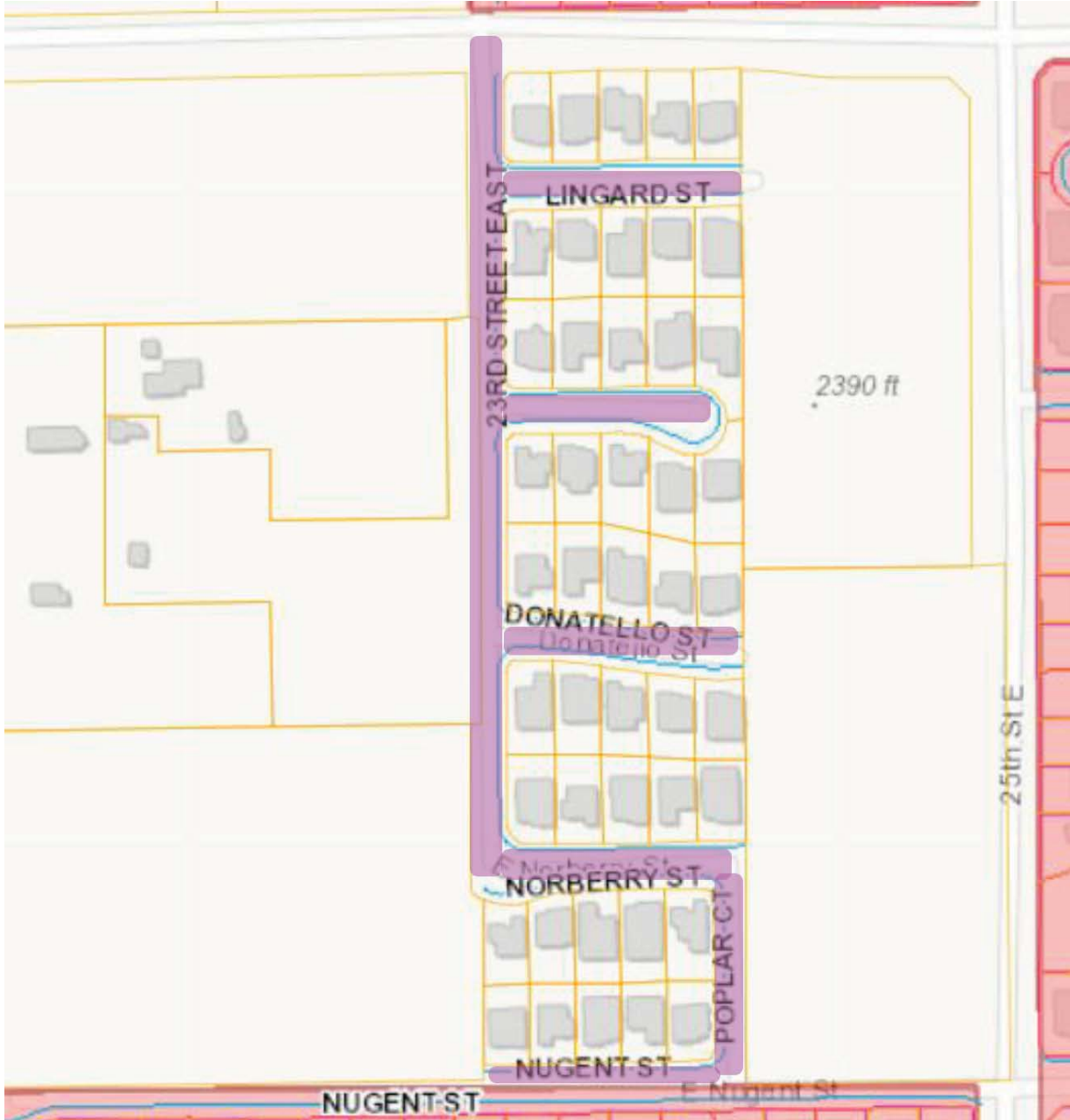




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#10



COUNCIL ACTION:  
APPROVED: (4-0-0-1)

**STAFF REPORT**  
**City of Lancaster**

CC 5
02/12/19
JC

Date: February 12, 2019

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **RFP No. 697-18 – Street Sweeping Services**

**Recommendations:**

- a. Award a one-year contract, with an option of five (5), one-year extensions to CleanStreet, Inc., for **RFP No. 697-18 – Street Sweeping Services**, and authorize the City Manager, or his designee, to sign all documents.
- b. Appropriate \$49,400.00 from Fund Balance Account No. 203-2900-000 to Expenditure Account No. 203-4752-450, and \$1,450.00 from Fund Balance Account No. 484-2900-000 to Expenditure Account No. 484-4752-450. The annual cost of the contract is \$537,847.44.

**Fiscal Impact:**

\$537,847.44 for the first fiscal year of service.

**Background:**

In January 2015, the City awarded a contract for street sweeping services. Current services include the sweeping of residential streets and select arterials twice each month, with the remaining arterials being swept once per month. The current contract expires on March 1, 2019.

In October 2018, the City advertised a Request for Proposals for Street Sweeping Services. The updated scope of service included the sweeping of residential and all arterial streets twice per month, hand work in areas that the gutter broom cannot reach, and twenty-five (25) hours of special event sweeps at no additional cost to the City.

Four proposals were received on November 20, 2018, with the following costs:

<u>Vendor</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Spadaro Enterprises, Inc.	\$53,403.28	\$640,839.36
CleanStreet, Inc.	\$44,820.62	\$537,847.44
Kellar Sweeping, Inc.	\$43,866.98	\$526,403.76
Venco Power Sweeping, Inc.	\$39,957.10	\$479,485.20

An evaluation committee with staff from Development Services and Finance evaluated the proposals based on evaluation criteria identified in the Request for Proposal. These criteria are pricing, qualification of business, experience with similar services of this nature, references, and local preference. While Venco Power Sweeping, Inc. had the lowest price, CleanStreet, Inc. received the highest overall score. CleanStreet has over twenty-five (25) years of experience providing street sweeping services to municipalities throughout the State.

GN:jw

**Attachment:**

Agreement for Street Sweeping Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/14/2021

**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> HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 630-468-5600      FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com														
<b>INSURED</b> SWEECOR-01 Cleanstreet, Inc. 1937 W 169th Street Gardena CA 90247	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B : Navigators Specialty Insurance Company</td> <td style="text-align: center;">36056</td> </tr> <tr> <td>INSURER C : HOMESITE INS CO OF FL</td> <td style="text-align: center;">11156</td> </tr> <tr> <td>INSURER D : Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Navigators Specialty Insurance Company	36056	INSURER C : HOMESITE INS CO OF FL	11156	INSURER D : Steadfast Insurance Company	26387	INSURER E :		INSURER F :	
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**COVERAGES      CERTIFICATE NUMBER: 1914008503      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		83 CSE S67104	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83 CSE S67105	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH21EXCZ0250GIC CXS-138535372-00	6/1/2021 6/1/2021	6/1/2022 6/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 EACH OCC/AGGR (3X2) \$ 3MM/\$3MM
A	<input checked="" type="checkbox"/> <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 N	N/A	83 WN S67103	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Excess Liability (5x5) Leased & Rented Equipment			AEC-1875258-02 83 UUM EB9870	6/1/2021 6/1/2021	6/1/2022 6/1/2022	Each Occ/Aggregate Limit: \$5,000,000 \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: RFP No. 741-21 – HAND WORK AND PROTECTED BIKE LANE CLEANING SERVICES  
 City of Lancaster, its elected officials, officers, employees and volunteers are included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions

<b>CERTIFICATE HOLDER</b>  City of Lancaster 44933 North Fern Avenue Lancaster CA 93534	<b>CANCELLATION</b>  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 
---	--

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

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty 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.

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:

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or



- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

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

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



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

## **BLANKET ADDITIONAL INSURED – AS REQUIRED BY WRITTEN CONTRACT – OPTION V**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION II — WHO IS AN INSURED, Paragraph 6. Additional Insureds When Required by Written Contract, Written Agreement or Permit,** Subparagraph **f. Any Other Party** is deleted and replaced with the following:

- A.** Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above and has not been added as an additional insured by separate endorsement under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" as described in Paragraph **(1)**, **(2)**, or **(3)** below, whichever applies:
- (1)** If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of the Additional Insured – Owners, Lessees or Contractors endorsement CG 20 10 11 85, or Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10 01, then such person or organization is an additional insured, but only with respect to liability arising out of "your work" to which the "written contract" applies; or
- (2)** If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of:
- a.** The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- b.** Either or both of the following: the Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;
- then such person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by "your work" to which the "written contract" applies; or
- (3)** If neither Paragraph **(1)** nor **(2)** above applies, then the person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by "your work" to which the "written contract" applies.
- B.** The insurance afforded to the additional insured under this endorsement:
- (1)** Applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
- (a)** During the policy period; and
- (b)** Subsequent to the execution of the "written contract"; and
- (c)** Prior to the expiration of the period of time that the "written contract" requires such insurance be provided to the additional insured; and
- (d)** Only to the extent permitted by law; and
- (e)** Will not be broader than that which the "written contract" requires.
- C.** The following additional exclusion applies to any person or organization that qualifies as an additional insured under this endorsement:
- (1)** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**D. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Paragraph b. Excess Insurance, Subparagraph (7) When You Add Others As An Additional Insured To This Insurance** is deleted and replaced with the following:

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this endorsement for this Coverage Part.

**(a) Primary Insurance**

This insurance is primary if you have agreed in the "written contract" that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured has been added as an additional insured.

**(b) Primary And Non-Contributory To Other Insurance**

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

- (i) The additional insured under this endorsement is a Named Insured under such other insurance; and
- (ii) You have agreed in the "written contract" that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

**(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.

- E. With respect to insurance provided to the person or organization that is an additional insured under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer or self-insurer whose policy or program applies to a loss we cover under this endorsement. However, if the "written contract" requires this insurance to be primary and non-contributory, then this provision does not apply to insurance to which the additional insured is the Named Insured.

- F. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard", unless the "written contract" specifically requires such coverage be provided for the additional insured. If additional insured coverage during the "products-completed operation hazard" is required by the "written contract", then such coverage will be provided for either:
  - (1) The number of years as required by the "written contract", but in no event greater than the applicable state's statute of repose; or
  - (2) If the "written contract" is silent on the number of years required for "products-completed operations coverage", then such coverage will be provided for 2 years from the date this policy expires, cancels or terminates.
- G. Only for the purpose of this endorsement, "written contract" means a written contract or written agreement that requires you to include a person or organization as an additional insured on this Coverage Part, provided that:
  - a. The "bodily injury", "property damage" or "personal advertising injury" is caused by an "occurrence" or offense during the policy period; and
  - b. The "written contract" was executed prior to the inception of the policy period and in effect during such "bodily injury", "property damage" or "personal advertising injury".

All other terms and conditions in the policy remain unchanged.



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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend 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" during or after the policy period 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 because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
  - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
  - (b) Any health or therapeutic service, treatment, advice or instruction; or
  - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
  - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
  - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

This exclusion applies:

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

This exclusion does not apply 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;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are 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 because of "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 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify 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"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**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. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

**j. Damage To Property**

"Property damage" to:



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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven 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) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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

#### **k. Damage To Your Product**

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

#### **l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

#### **o. Personal And Advertising Injury**

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

#### **p. Access 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.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion 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 those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

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

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

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

### e. Contractual Liability

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

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

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

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

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

### j. Insureds In Media And Internet Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

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

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of 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".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**w. 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:

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

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

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

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

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

**c. Injury On Normally Occupied Premises**

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

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

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

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

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

- a. All expenses we incur.
- b. Up to \$1,000 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.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

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

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

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

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

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

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), 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 that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
  - (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such 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. Real Estate Manager

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

#### c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally



undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

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

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

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.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We Will Pay**

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. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

**3. Products-Completed Operations Aggregate Limit**

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

**4. Personal And Advertising Injury Limit**

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

**5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

**b. Medical expenses under Coverage C**

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

**6. Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

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

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a.** The limits of insurance specified in the written contract or written agreement; or
- b.** The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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. Notice Of Occurrence Or Offense**

You or any additional insured 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. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

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

**c. Assistance And Cooperation Of The Insured**

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 because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

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

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

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

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**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 **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

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

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

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;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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.

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:

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

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

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

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**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 the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

**2. "Advertising idea"** means any idea for an "advertisement".

**3. "Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**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 and, if arising out of the above, mental anguish or death at any time.

**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 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 a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**8. "Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

**9. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

**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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement 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.

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

- (1) 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

- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

**13. "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".

**14. "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".

**15. "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 a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "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.

**19. "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.

**20. "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.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. 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.

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

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "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.

**23. "Volunteer worker"** means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "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.

**25. "Your work":**

a. Means:

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

b. Includes

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

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

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

**Policy Number:** 83 WN S67103

**Endorsement Number:**

**Effective Date:**

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

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

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.  
ENDORSEMENT IS NOT APPLICABLE IN KY, NH OR ANY MO CONSTRUCTION RISK.

Countersigned by

*Suean S. Castaneda*

Authorized Representative

**STAFF REPORT**  
**City of Lancaster**

CC 9
02/28/23
JC

Date: February 28, 2023

To: Mayor Parris and City Council Members

From: Sonya Patterson, Parks, Arts, Recreation & Community Services (PARCS)  
Director

Subject: Lancaster Performing Arts Center Air Conditioning Installation

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**Recommendation:**

1. Allocate \$23,840 from the general fund balance to Account Number 101 12ZZ005924-LPAC AC to cover increased costs associated with RFQ 754-22 LPAC Air Conditioning Installation.

**Fiscal Impact:**

\$23,840 (including 10% contingency) to increase contract; with these actions, sufficient funds are available in Account Number 101 12ZZ005924-LPAC AC to complete the project.

**Background:**

The Lancaster Performing Arts Center was opened to the public in November 1991. For over 30 years, LPAC has brought thousands of performers to Lancaster for our community to enjoy. It is currently the largest performing arts facility in the northernmost part of Los Angeles County and is a proud partner of the BLVD Cultural District. This well-used facility has aged and certain critical assets have begun to fail and cause inconveniences. Current units are over 30 years old and fail frequently. New units will provide more efficient and effective use of resources, and will provide a long-term solution to the temperature control issues at the LPAC's house and lobby. Furthermore, this project would provide assured and comfortable temperatures to visitors and staff as they come to LPAC to enjoy performances.

In November 2021, the City solicited proposals for RFQ 754-22 via Public Purchase and through the City's website. Four (4) sealed bids were received. The bids received are as follows:

<u>Contractor</u>	<u>City</u>	<u>Bid Amount</u>
1. Simco Mechanical Inc.	Glendale, CA	\$152,000.00
2. RAN Enterprises	Huntington Beach, CA	\$158,000.00
3. Pacific West Air Conditioning	Anaheim, CA	\$162,400.00

4. Western Equipment Service                      Lancaster, CA                      \$177,447.00

On May 24, 2022 City Council awarded RFQ 754-22 LPAC Air Conditioning Installation to Simco Mechanical Inc, in the amount of \$152,000.00 plus a 25% contingency. Due to the supply chain demand resulting in price increases, project cost was increased in August of 2022 to \$180,000, and again in January 2023 to \$194,400, exceeding the original project cost with contingency approvals. Total project cost with contingency is now \$213,840.

SP:rg

**STAFF REPORT**  
**City of Lancaster**

CC 10
02/28/23
JC

Date: February 28, 2023

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: Ordinance No. 1101 of the City Council of the City of Lancaster enacting Lancaster Municipal Code Section 2.52.040 concerning senior specialist – Code Enforcement Title

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**Recommendation:**

1. Adopt **Ordinance No. 1101**, an ordinance of the City Council of the City of Lancaster enacting Lancaster Municipal Code Section 2.52.040 concerning senior specialist – code enforcement title.
2. Find that this item is not a project pursuant to the California Environmental Quality Act.

**Fiscal Impact:**

None

**Background:**

On December 13, 2022, the City Council adopted Resolution No. 22-62, amending the Classification and Compensation Schedule for Represented and Non-Represented Full Time Employees to, among other things, eliminate the title “Code Enforcement Officer” from the Classification and Compensation Schedule for Represented and Non-Represented Full Time Employees.

At the Lancaster City Council meeting held on February 14, 2023, the City Council approved the introduction of Ordinance, an ordinance of the City Council of the City of Lancaster enacting Lancaster Municipal Code Section 2.52.040 concerning senior specialist – code enforcement title, by the following vote 4-0-0-1; Ayes: Malhi, Mann, Vice Mayor Crist, Mayor Parris; Noes: None; Abstain: None; Absent: Dorris.

The City Council desires to clarify that the roles, responsibilities and duties ascribed to Code Enforcement Officers by the Lancaster Municipal Code, California Penal Code, California Health and Safety Code, California Business and Professions Code, California Labor Code, and

any other law, rule or regulation pertaining to code enforcement officers will be fulfilled by personnel holding the title “Senior Specialist – Code Enforcement.”

If adopted, Ordinance No. 1101 will enact new section 2.52.040 of the Lancaster Municipal Code.

**Attachment:**

Ordinance No. 1101

ORDINANCE NO. 1101

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER ENACTING LANCASTER MUNICIPAL CODE SECTION 2.52.040 CONCERNING SENIOR SPECIALIST – CODE ENFORCEMENT TITLE

WHEREAS, on December 13, 2022, the City Council amended the Classification and Compensation Schedule for Represented and Non-Represented Full Time Employees by Resolution No. 22-62;

WHEREAS, the changes made by Resolution No. 22-62 included elimination of the title “Code Enforcement Officer” from the Classification and Compensation Schedule for Represented and Non-Represented Full Time Employees;

WHEREAS, the City Council desires to clarify that the roles, responsibilities and duties ascribed to Code Enforcement Officers by the Lancaster Municipal Code, California Penal Code, California Health and Safety Code, California Business and Professions Code, California Labor Code, and any other law, rule or regulation pertaining to code enforcement officers will be fulfilled by personnel holding the title “Senior Specialist – Code Enforcement.”

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES ORDAIN AS FOLLOWS:

Section 1. Section 2.52.040 is hereby added to the Lancaster Municipal Code, as follows:

2.52.040 – Code Enforcement Personnel Classification. A “Senior Specialist – Code Enforcement” is a “code enforcement officer,” as defined in Section 829.5 of the California Penal Code, and further as that term is used in the Lancaster Municipal Code, California Penal Code, California Health and Safety Code, California Business and Professions Code, California Labor Code, and any other law, rule or regulation pertaining to code enforcement officers.

Section 2. The purpose and intent of this Ordinance is to clarify that the term Code Enforcement Officer as used anywhere in the Lancaster Municipal Code, California Penal Code, California Health and Safety Code, California Business and Professions Code, California Labor Code, and any other law, rule or regulation shall mean and refer to the employment classification “Senior Specialist – Code Enforcement.”

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Lancaster hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 4. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

I, Andrea Alexander , City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the \_\_\_\_ day of \_\_\_\_\_, 2023, and placed upon its second reading and adopted at a regular meeting of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2023 by the vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
ANDREA ALEXANDER  
City Clerk  
City of Lancaster

\_\_\_\_\_  
R. REX PARRIS  
Mayor  
City of Lancaster

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) ss  
CITY OF LANCASTER            )

CERTIFICATION OF ORDINANCE  
CITY COUNCIL

I, \_\_\_\_\_, \_\_\_\_\_ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1101, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



**STAFF REPORT**  
**City of Lancaster**

CC 11
02/28/23
JC

Date: February 28, 2023

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services  
Marissa Diaz, Assistant Director - Capital Programs

Subject: SPR 15-03 - Acceptance of Improvements (Sewer)

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**Recommendations:**

1. Approve the following developer-installed sanitary sewer, and accept the sewer for maintenance by the City and for public use.

<u>Project No.</u>	<u>Private Contract No.</u>	<u>Location/Owner</u>
Site Plan Review No. 15-03	15-01	Northwest corner Avenue H and Division Street Owner: Parc Land Holdings, LLC

2. Find that the City has complied with the California Environmental Quality Act. An Initial Study was approved by staff on June 4, 2015, and a Notice of Determination was filed and posted on June 24, 2015.

**Fiscal Impact:**

Estimated value of Capital assets is \$18,181.25.

**Background:**

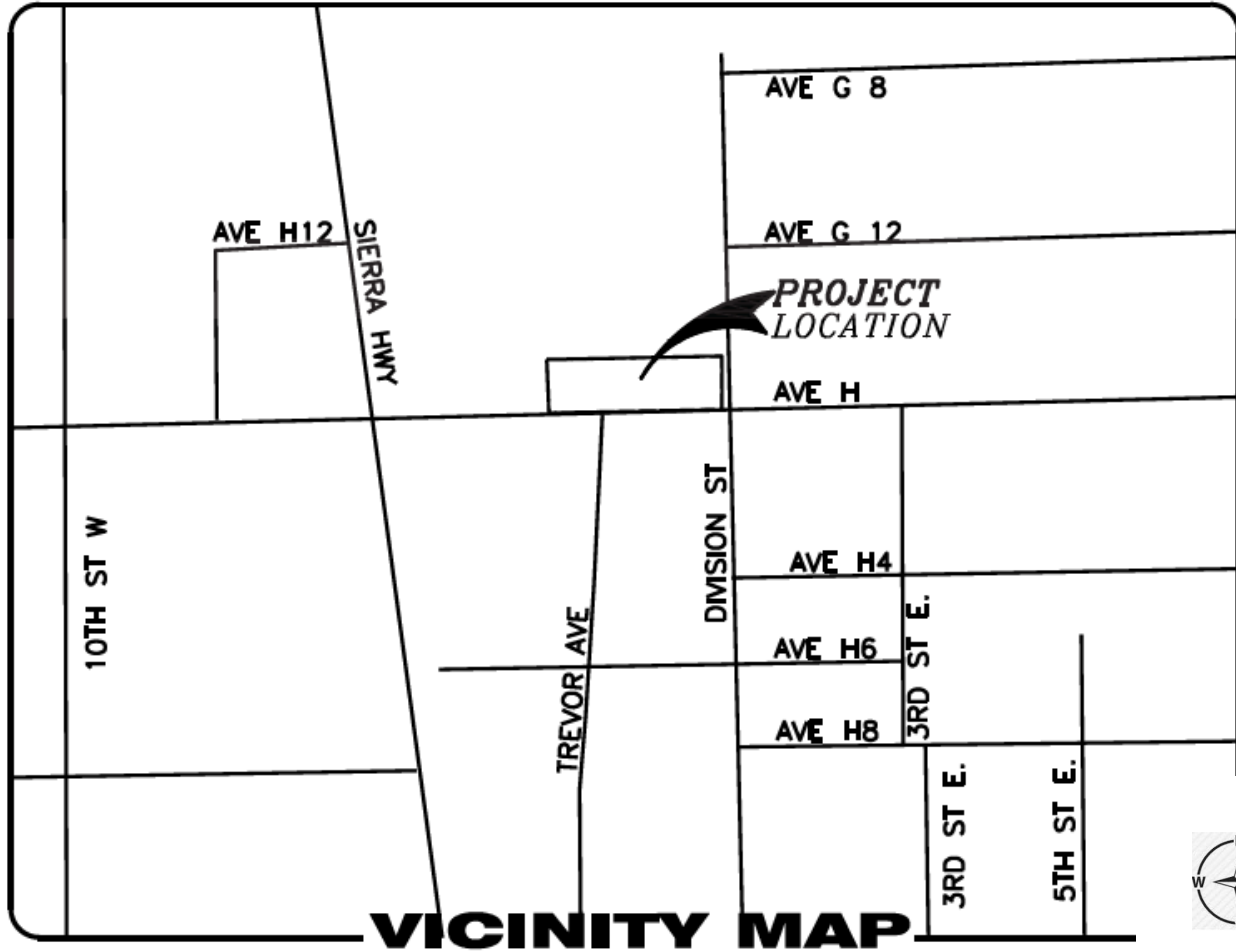
The listed sanitary sewer has been constructed and completed by the developer according to the approved plans and specifications. The work has been inspected and found to be satisfactory to the Senior Director - Development Services.

TL:km

**Attachment:**

Vicinity Map

# SPR 15-03



## VICINITY MAP

N.T.S.