

MASTER SERVICES AGREEMENT
for
Data/Voice Cabling Installation and Repair Services
For the County of Sonoma
Contract #

AGREEMENT FOR CONSTRUCTION SERVICES

This agreement ("Agreement"), dated as of _____, 2019 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and **Consolidated Networks** (hereinafter "Contractor").

R E C I T A L S

WHEREAS, The Information Systems Department coordinates and oversees installation and repair services for data/voice cabling; and

WHEREAS, County from time to time has need for services for repairs and installations to County facilities; and

WHEREAS, Contractor represents that it is duly licensed, insured and bonded, and in good standing under applicable state law, and is duly qualified to conduct business in the State of California,

WHEREAS, in the judgment of County, it is necessary and desirable to employ the services of Contractor for various projects on an as-needed basis,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform cabling installation and repair services supporting voice, data, and video traffic over fiber and copper cabling at County facilities and buildings, as more fully described in Exhibit A ("Scope of Work") attached hereto, as requested from time to time by County, in its sole discretion, as County deems appropriate. Work will be authorized, performed, and compensated on a per-project, lump-sum basis, and only upon written authorization signed by County and Contractor in a form attached hereto as Exhibit A ("Task Order Request"). Upon County notifying Contractor of potential work, Contractor shall inspect

the work site and conditions thereon, along with all available information and other materials pertaining to the site and potential work, and provide County with a written cost estimate for the work, along with drawings, specifications, and any other information requested by County. Should County elect to proceed, County and Contractor shall agree to a Task Order to include the following 1) time allowed to perform work; 2) schedule for deliverables and/or project completion; 3) list of key personnel, if applicable; 4) list of authorized subcontractors, if applicable; 5) project-specific items to be provided by County; and 6) any other material terms or conditions appropriate for the work. Contractor shall sign each Task Order to acknowledge and accept the terms, conditions, and scope stated therein. Once signed by both parties, a Task Order shall be considered incorporated into this Agreement as though fully set forth herein. In the event of a conflict between a Task Order and the body of this Agreement, the body of this Agreement shall control.

1.2 No Guaranteed Minimum; Non-Exclusivity. County does not guarantee any minimum or maximum amount of work under this Agreement. Although Contractor is considered pre-qualified to provide contracting services for a certain range of County projects, the County makes no representation or warranty as to the frequency, number, or types of projects that will be issued or contracted under this Agreement. This Agreement is non-exclusive and County reserves the right to obtain same or comparable services and construction from other entities, including from its own forces.

1.3 Cooperation With County; Project Manager Delegation. Contractor shall cooperate with County in the performance of all work hereunder. Contractor shall coordinate all work with County's Project Manager designated in each Task Order. Unless otherwise required or prohibited by law or policy, the designated Project Manager shall have authority over matters pertaining to this Agreement and shall have authority to issue Task Orders, accept work, and to make decisions or actions binding on County, and shall have signature authority on behalf of County.

1.4 Performance Standard; Right to Cure; Warranty.

1.4.1 Contractor represents and warrants that it is and will be at all times be financially solvent, fully qualified and capable of performing all Task Order work and of competently completing such work in conformance with this Agreement. Contractor shall perform all Task Order work in a good, workmanlike manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability, skill, training, experience and other qualifications of Contractor as a material inducement to enter into this Agreement. Contractor agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, ordinances, rules, regulations, codes, and orders, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. Subject to those rights specifically reserved County in this Agreement and County's general control and observation over Task Order work, Contractor shall be solely responsible for all construction means,

methods, techniques, sequences, safety precautions and procedures and for coordinating all portions of the Task Order work, and County shall not be responsible for or exercise any control over the actions or omissions of Contractor, or any supplier or any of their employees or agents, in performing any of the Task Order work or meeting warranty obligations notwithstanding County's direction of each Task Order. Inspection by County shall not relieve Contractor of its obligation to furnish material and workmanship in accordance with this Agreement. If County determines that any of Contractor's work is not in accordance with the level of competency and standard of care required herein, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require provision of and adherence to a recovery schedule and an acceleration of work for timely deliverance of deliverables and/or project completion; (c) require Contractor to repeat the work at no additional charge until it is satisfactory; (d) terminate this Agreement pursuant to the provisions of Article 4; or (e) pursue any and all other remedies at law or in equity.

1.4.2 Without limiting the generality of the foregoing, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the work in such a way that the completed work will conform to this Agreement and respective Task Order, County may, without obligation and in its sole discretion, order Contractor to replace any such defective work or stop any portion of the work to permit County to replace or cause the replacement of such defective work. Contractor shall be responsible for all cost, expense, claims, losses, delays, damages, expenses and liabilities caused, incurred, or sustained from such correction, stoppage, and/or replacement. These County rights are entirely discretionary on the part of County, and shall not give rise to any duty on the part of County to exercise the rights for the benefit of Contractor or any other party.

1.4.3 The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the County's final acceptance of and payment for work under any and all Task Orders. All representations and warranties set forth in this Agreement shall survive the final completion of any and all work or the earlier termination of this Agreement.

1.4.4 Drawing and specification electronic file format. As required pursuant to any Task Order, Contractor shall produce all plans, for all disciplines, using Autodesk's AutoCAD, latest release for Microsoft Windows or minimum AutoCAD 2013 release. All specification sections shall be produced using Microsoft Word DOC format, latest release for Microsoft Windows. Coordination of Contractor's and sub-contractors' drawings and specifications shall be performed by Contractor so that one complete set of drawings and specifications on disk is produced for use in providing estimates for and construction of the project. Upon finalization of each Task Order, Contractor shall complete a conforming set of construction documents and submit to County a copy of conformed construction documents on disk in each of the following formats:

AutoDesk AutoCAD latest version (or min AutoCAD 2011) DWG format, with all XRef's bound into each primary drawing file. Include copies of any non AutoCAD standard plot style files and text style files used; and

Adobe Acrobat PDF format – one file containing the entire set of drawings generally required; however, for large projects separate file for each discipline will be acceptable.

Record documents: Contractor shall prepare the record documents. Conformed construction documents may be used by Contractor to produce the record drawings, if requested by County, as follows: Contractor will make the record document corrections based on observable conditions during site visits, and information provided by Contractor and/or County. Upon Contractor's completion of the record drawings the electronic files will be submitted to County in original form and in Adobe Acrobat PDF form. Contractor will also submit complete corrected specifications in Microsoft Word format (latest Microsoft Windows release). Coordination of Contractor's and sub-contractors' drawings and specifications shall be performed by Contractor so that one complete and final set of drawings and specifications on disk is produced for County's use.

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

Upon satisfactory completion of work issued pursuant to each Task Order, Contractor shall be paid in accordance with the "Contractor Terms and Conditions" (Exhibit B hereto) and the schedule of hourly rates and costs attached hereto as Exhibit A ("Fee Schedule"), on a lump sum basis as stipulated in the Task Order. Each Task Order shall set forth the payment structure for the services therein contemplated. In no event shall work under this Agreement exceed Three Hundred Thousand Dollars (\$300,000.00) per contract year. Contractor shall submit its bills in arrears in a form approved by County. Expenses not expressly authorized by this Agreement or by any Task Order issued hereunder, shall not be reimbursed. Bills shall be submitted upon completion of specified deliverables, as further detailed in the Task Order.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County, and as otherwise stated in the Contractor Terms and Conditions.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be for three (3) years, commencing on the Effective Date, with the options to extend the Agreement for two (2) additional 12 month periods. Notwithstanding, this Agreement may be terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience and Contractor shall only have the recovery rights arising under any termination for convenience. In such an event, no other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all work and materials and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Release and Indemnification. Other Claims.

5.1 Release. County and each of its officers, employees, consultants and agents, shall have no liability to Contractor for special, consequential, or incidental damages, and shall not be liable or accountable in any manner to Contractor for loss or damage that may happen to any part of the work; loss or damage to materials or other things used or employed in performing the work; injury, sickness, disease, or death of any person; or damage to property attributable to performance or the character of the work and resulting from any cause whatsoever, including for any concurrent or contributory negligence on County's part and to the furthest extent permitted by law (, but to the extent required by law (including without limitation Civil Code section 2782) excluding liability due to County's conduct, and Contractor releases all of the foregoing persons and entities from any and all such claims.

5.2 Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release County, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, arising out of or in connection with the performance of Contractor of any Task Order or otherwise arising from or related to this Agreement, including for any concurrent or contributory negligence on County's part and to the furthest extent permitted by law, but to the extent required by law (including without limitation Civil Code section 2782) excluding liability due to County's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. County may deduct any costs and expenses incurred pursuant to this Section from payments due or which may become due Contractor.

5.3 Third party claims. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against County and each of its officers, employees, consultants and agents. County shall provide timely notice to Contractor of any third-party claim relating to this Agreement, in accordance with Public Contract Code Section 9201.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time specified in each Task Order, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance shall be extended by a number of days equal to the number of days Contractor has been delayed, and such extension shall constitute Contractor's sole remedy for such delay. In no event shall there be any right to complete any services or deliverables early or ahead of schedule.

8. Extra or Changed Work. Extra or changed work or other changes to any Task Order may be authorized only by written amendment, signed by both parties. Minor changes, which do not increase the amount paid under the Task Order, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work which exceeds the delegated authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Task Order price or Task Order time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed without such express and prior written authorization of the County. County and Consolidated Networks agree to remedy and resolve any claims and disputes in accordance with Section 12 ("Claims By Contractor") of the Terms and Condition (Exhibit B).

9. Representations of Contractor. The Contractor represents and warrants the following as an inducement to the County to execute this Agreement:

9.1 Standard of Care and Quality of Work. Contractor represents and warrants that it is and will be at all times be fully qualified and capable of furnishing the plant, tools, materials, supplies, equipment and labor required to complete Task Order work and

for performing every phase of and of completing such work in accordance with the terms of this Agreement. Contractor warrants that all construction services shall be performed and completed in a good, workmanlike manner in accordance with generally accepted professional standards of good and sound construction practices and all requirements of this Agreement. Contractor warrants that work including, without limitation, each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, drawings and specifications and all descriptions set forth therein, and all other requirements of this Agreement. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by this Agreement or the Task Order.

9.2 Guaranty. Contractor hereby guarantees all construction performed under this Agreement and also guarantees all material and equipment incorporated therein.

For work under each Task Order, Contractor grants to County for a period of One (1) year following the date of County's formal, written acceptance of the work completed ("Guaranty Period"), its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all labor, materials and equipment provided by Contractor and its subcontractors of all tiers in connection with the work. Neither final payment nor use or nor occupancy of the work performed by Contractor shall constitute an acceptance of work not done in accordance with this Agreement or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the work and pay for any damage resulting there from therefrom, which shall appear within the Guaranty Period.

If within the Guaranty Period, or such other period of time as may be prescribed by laws or regulations, or by the terms of this Agreement or any extended warranty or guaranty, any work is found to be defective, Contractor shall promptly (preferably within 48 hours of notification by County, but no later than 5 days following notification by County), without cost to County and in accordance with County's written instructions, correct such defective work. Contractor shall remove any defective work rejected by County and replace it with work that is not defective, and satisfactorily correct or remove and replace any damage to other work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective work corrected or the rejected work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Observation and inspection of the Work shall not relieve Contractor of any of its obligations under this Agreement. Even though equipment, materials, or work required to be provided under any Task Order have been inspected, accepted, and paid for, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of this Agreement up to the end of the Guaranty Period.

This Guaranty is in addition to any other Contractor warranties of Contractor contained in this Agreement, and not in lieu of, any and all other Contractor liability imposed on Contractor under this Agreement and at law with respect to Contractor's duties, obligations, and performance. In the event of any conflict or inconsistency between the terms of this guaranty and any Contractor warranty or obligation of Contractor under the Agreement or at law, such inconsistency or conflict shall be resolved in favor the greater protection to the County.

9.3 Extended Warranties. Any warranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in work performed pursuant to this Agreement shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply County with all warranty and guarantee documents relative to equipment and materials incorporated in the project and guaranteed by their suppliers or manufacturers.

9.4 Supervision of the Work. Contractor shall supervise, inspect, and direct all work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform the work in accordance with this Agreement and corresponding Task Order. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the work. Contractor shall be responsible for ensuring that all work complies with this Agreement and corresponding Task Order. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with the work, and shall, in coordination with County's Project Manager, develop and implement a site security and safety plan throughout construction. Contractor shall comply with all County safety requirements, or as required by state, federal or local laws.

9.5 Schedule Compliance. Contractor must furnish such manpower, materials, facilities and equipment and will work such hours, including shift work and overtime, as may be necessary to insure the progress and completion of the work in accordance with the Task Order schedule. If work falls behind schedule due to Contractor actions to the extent that any of the schedule or completion dates will not be met, Contractor agrees that it will, as necessary, and within 48 hours of written notice, take some or all of the following actions at no additional cost to the County, as required to substantially eliminate the backlog of work:

- Increase manpower in quantities and crafts necessary;

- Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, and/or
- Reschedule activities to achieve maximum practical concurrency of accomplishment.

Contractor will make best efforts to maintain the approved schedule. The County and Contractor will meet to determine the cause of the delay and decide the best course of action. County and Contractor will agree on the best solution and go-forward plan. County will consider additional costs should the delay be caused by unforeseen obstacles or an Act of God.

Contractor must also submit to County a supplementary recovery schedule to satisfactorily demonstrate how Contractor intends to reschedule activities to regain compliance with the Task Order schedule.

The obligations of this paragraph supplement, and do not replace, County's rights and Contractor's obligations otherwise provided in this Agreement.

9.6 Cleaning. Contractor shall keep each work site free from accumulations of waste material or rubbish caused by Contractor and must remove rubbish from and about areas of work. Contractor shall leave all work "broom clean", or equivalent.

9.7 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed, including control over all workers and subcontractors and all supervision and compensation of such. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to County employees.

9.8 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.9 Taxes. Contractor agrees to file federal and state tax returns and pay all taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless

from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.10 Cost Disclosure. In accordance with Government Code section 7550, Contractor agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report.

9.11 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder. All expenditures of public funds under this Agreement over \$10,000 shall be subject, if requested, to examination and audit by the California State Auditor for a period of three years after final payment.

9.12 Conflict of Interest. Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist, County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of California Government Code Section 87100 et seq. during the term of this Agreement.

9.13 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor (and all its subcontractors shall) offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor for each Task Order, without further acknowledgment by the parties.

9.14 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, genetic information, military or veteran status, or any

other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.15 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination, including in housing, employment, and services, because of AIDS, HIV, or other disease which cannot be casually transmitted, whether actual or perceived.

9.16 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with any work under this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.17 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. All documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.18 Licensing and Authority. Contractor represents that it is authorized to do business in the State of California and properly licensed by all necessary governmental and other authorities having jurisdiction over it and over the work under this Agreement. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.19 Contractor Terms and Conditions. Contractor understands and agrees to comply with all terms and conditions stated in Exhibit B ("Contractor Terms and

Conditions”), which may be amended from time to time to comply with all legal, regulatory, or other requirements applicable to work under this Agreement.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Contractor shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written approval of County. County may freely assign this Agreement in its sole discretion.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by email, personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Information Systems Department 2615 Paulin Dr. Santa Rosa, CA 95403
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TO: CONTRACTOR:	Consolidated Network Corporate Plaza 1261 Travis Boulevard, Suite 200 Fairfield, CA 94533 (707)422-0791
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of

the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 Acceptance; No Waiver of Breach. Inspection by County, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of any Task Order work, any extension of time, and any verbal statements on behalf of County shall not operate as a waiver or modification of any provision of this Agreement, or of any power reserved to County herein, or any right to damages provided in this Agreement. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction; Severability. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Subject to the provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, any action to enforce the terms of this Agreement or for the breach thereof shall be brought and

tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

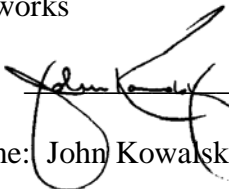
13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10 Non-Exclusive Remedies. All County remedies provided herein shall be taken and construed as cumulative and not exclusive. In addition to each and every other remedy herein provided, in all instances County shall have any and all other equitable and legal rights and remedies which it would have according to law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR: Consolidated
Networks

By: 
Name: John Kowalsky

Title: Managing Director

Date: February 9, 2019

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Director
General Services Department

Date: _____

By: _____
Department Head
Information Systems Department

Date: _____



The checked ADDL INSR and SUBR WVD boxes refer to the following specific endorsements with copies attached:
 General Liability: Technology Xtend Endorsement CGD417 0112 which provides: Blanket Additional Insured Ongoing Operations and Blanket Waiver of Subrogation Other Insurance Additional Insureds - Primaries as Non-Contributory with Respect to Certain Other Insurance CGD425 0708, - Blanket Additional Insureds and Agents (Completed Operations) CGD246 0419
 Blanket Waiver of Subrogation Extension Endorsement CAT353 0310 which provides: Blanket Additional Insured and Blanket Waiver of Subrogation - Other Insurance (Completed Operations) CGD425 0708
 The ACORD name and logo are registered marks of ACORD
 Santa Rosa, CA 95403
 required by written contract subject to the above referenced forms.
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|---|--|
| A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion | J. Blanket Additional Insured - Lessors Of Leased Equipment |
| B. Non-Owned Watercraft Less Than 75 Feet | K. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement |
| C. Aircraft Chartered With Pilot | L. Blanket Additional Insured - Broad Form Vendors |
| D. Damage To Premises Rented To You | M. Who Is An Insured - Unnamed Subsidiaries |
| E. Increased Supplementary Payments | N. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures |
| F. Who Is An Insured - Employees And Volunteer Workers - First Aid | O. Medical Payments - Increased limits |
| G. Who Is An Insured - Employees - Supervisory Positions | P. Contractual Liability - Railroads |
| H. Who Is An Insured - Newly Acquired Or Formed Organizations | Q. Knowledge And Notice Of Occurrence Or Offense |
| I. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises | R. Unintentional Omission |
| | S. Blanket Waiver Of Subrogation |

PROVISIONS

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

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

- a. Expected Or Intended Injury Or Damage**
 "Bodily injury" or "property dam-

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

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

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

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

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

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

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

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

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

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

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

"Premises damage" means "property damage" to:

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

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

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

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

E. INCREASED SUPPLEMENTARY PAYMENTS

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

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense

of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

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

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

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

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

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

3. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

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

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

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

G. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

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

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

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

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

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

- a. Coverage under this provision is afforded only:

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

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

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

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

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

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

J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

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

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

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

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

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

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

- a. Is caused by an "occurrence" that takes place after you have signed

and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

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

BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

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

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

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

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

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

- b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products";

(6) "Your products" which, after distribution or sale by you, have been labeled or relabeled used as a container, part or ingredient of any other thing substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage an additional insured specifically scheduled by endorsement.

M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

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

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

a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

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

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

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

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

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

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

rent or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

MEDICAL PAYMENTS - INCREASED LIMITS

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

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

(a) \$10,000; or

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

CONTRACTUAL LIABILITY - RAILROADS

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

c. Any easement or license agreement;

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

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

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

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

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

ized by you to give notice of an "occurrence" or offense.

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

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

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

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

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

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

R. UNINTENTIONAL OMISSION

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

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

S. BLANKET WAIVER OF SUBROGATION

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

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

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a

named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

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

PROVISIONS

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

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

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

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

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

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

- (b) Supervisory, inspection, architectural or engineering activities.

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

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

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

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

COMMERCIAL AUTO

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

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
- (1) Any covered "auto" you lease, hire,eee rent or borrow, and
 - (2) Any covered "auto" hired or rented byeee your "employee" under a contract in that individual "employee's" name,eee with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident"eee we cover. We do not have to furnish these bonds.eee

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

- (4) All reasonable expenses incurred by theeee "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.eee

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

(a)eWith respect to any claim made or "suit"eee brought outside the United States ofeee America, the territories and possessionsee of the United States of America, Puertoeee Rico and Canada:eee

(I)eeYou must arrange to defend the "In-eee sured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.eee

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

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

(iv) We will reimburse the "insured" foreee sums that the "insured" legally musteee pay as damages because of "bodilyeee injury" or "property damage" to whichee this insurance applies, that the "insured" pays with our consent, buteee only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.eee

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

(b) This insurance is excess over any valideee and collectible other insurance availableeee

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

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL EFFECTS

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

Personal Effects

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

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

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

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

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

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

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

COMMERCIAL AUTO

M. BLANKET, WAIVER OF SUBROGATION0000

The following replaces Paragraph A.5., Transfer0000
Of Rights Of Recovery Against Others To Us,0000
of SECTION IV – BUSINESS AUTO CONDI-
TIONS:0000

**5.0 Transfer Of Rights Of Recovery Against0000
Others To Us0000**

We waive any right of recovery we may have0000
against any person or organization to the ex-
tent required of you by a written contract0000
signed and executed prior to any "accident"0000
or "loss", provided that the "accident" or "loss"0000
arises out of operations contemplated by0000

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Con-
cealment, Misrepresentation, Or Fraud, of0000
SECTION IV – BUSINESS AUTO CONDITIONS:0000

The unintentional omission of, or unintentional0000
error in, any information given by you shall not
prejudice your rights under this insurance. How-
ever this provision does not affect our right to col-
lect additional premium or exercise our right of0000
cancellation or non-renewal.0000



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: UB3L667124

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 1 .00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

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

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:

Page 1 of 1



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: (HJUB-0F85956-9-15)
Renewal Policy Number UB3L667124

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

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

- ☒ Blanket Waiver

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

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

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

4. Advance Premium: **SEE SCHEDULE**

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 09-24-15

ST ASSIGN:

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