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**CITY OF AZUSA**  
**WATERWORKS MATERIALS PURCHASE AGREEMENT**

This Waterworks Materials Purchase Agreement ("Agreement") is entered into this 15th day of June, 2020, by and between the City of Azusa, a municipal corporation organized under the laws of the State of California with its principal place of business at 213 East Foothill Boulevard, Azusa, California 91702 ("City"), and United Water Works, Inc., a Corporation with its principal place of business at 1313 E. Hunter Avenue, Santa Ana, CA 92705 ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**WITNESSETH**

**WHEREAS**, City is in the process of updating its Integrated Supply System ("ISS") with a selected supplier to provide the majority of its waterworks materials requirements on an "as required" basis;

**WHEREAS**, Supplier desires to sell to City and City desires to purchase from Supplier on an "as required" basis, waterworks fittings and materials, described more fully in Section 1A, upon the terms and conditions set forth herein;

**WHEREAS**, Supplier submitted a written proposal in response to City's RFP and was selected pursuant to Chapter 2, Article VII of the City of Azusa Municipal Code.

**NOW, THEREFORE**, the parties, intending to be legally bound, hereby agree as follows:

**Section 1.     DEFINITIONS**

A.     "Supplies" means all materials, supplies, items, parts, labor or other services; including, Ductile-Iron Pipe, Pipe Fittings, Gate Valves and appurtenances, Fire Service parts and appurtenances, Service Line and appurtenances, Pipe Products, Air Relief Valves and Air/Vacuum Relief Valves, and all other items provided by Supplier as specified in Exhibit "A".

B.     "Date of Agreement" means the date contained herein for identification purposes.

C.     "Delivery Date(s)" means that date or dates upon which the Supplies are to be delivered to City, ready for approval, testing and/or use.

D.     "RFP" means City's Request for Proposals for Integrated Supply System (ISS) for Waterworks Material and Fittings.

**Section 2.     SALE OF SUPPLIES**

Commencing upon the Date of Agreement, Supplier shall offer for sale to City Supplies as described in Exhibit "A" on an "as-required" basis as more fully described in Section 3.

**Section 3. ORDER OF SUPPLIES AND PAYMENTS BY CITY**

A. City intends to maintain a perpetual "on-site" inventory of Supplies at its warehouse at the Gladstone Water Distribution Yard located at 710 W. Gladstone Street, Azusa CA 91702 ("Warehouse"), so that it may quickly respond to the operations, maintenance and repair needs of its water facilities. City shall notify Supplier of the stock item and quantity of Supplies required to be available for immediate use out of the Warehouse. Supplier shall deliver Supplies to City at the Warehouse in accordance with the Schedule set forth in Section 7 below.

1. Initial stocking of Supplies and the start-up of the Warehouse inventory system shall be coordinated with City to determine the initial stock items, quantities, and delivery schedule.

2. City shall have the sole discretion to add, remove, or change stock items and quantities of Supplies at any time, or from time to time, by written notice to Supplier. Supplier shall change, modify, or remove such items requested within 30 days of the written request.

3. City may specify stock items and distributors of Supplies at any time, or from time to time, by written notice to Supplier.

B. The cost of Supplies delivered to City by the Supplier shall be regularly billed to City by the Supplier on a weekly basis; provided, however, the City may request immediate billing for project materials. In general, as City uses parts out of inventory, the quantities of parts used will be reported by City to the Supplier on a real-time basis using an integrated materials management software system (i.e. Stockroom) provided by the Supplier; provided, however, other methods of reporting such as e-mail, fax, etc. may be used on a daily basis.

1. There shall be no minimum quantity of materials or minimum delivery cost for any deliveries.

C. As City uses and reduces parts in inventory, the Supplier will replace the used inventory to a level of parts in inventory to be determined in advance and agreed to by City and the Supplier. The Supplier will use the perceived normalized rate of shrinkage for each of the parts in inventory to determine the intervals at which the replacement of each part is required in order to maintain minimal inventory levels in the Warehouse.

D. Acceptance by Supplier of payment shall constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, final payment by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

**Section 4. PRICE AND ASSOCIATED COSTS**

The purchase price for Supplies sold under this Agreement to City shall be the prevailing market paid price for said Supplies by said Supplier, plus a 22.5% markup; provided, however, any Supplies determined by City to be used for capital improvement projects shall have a 15% markup ("Price"). In addition to the Price, City shall pay all applicable taxes and delivery fees at cost without a markup. Upon request by the City, Supplier shall provide documentation of costs to validate invoices presented to the City for payment and be subject to periodic audits by the City or its representative to substantiate the prevailing market price and applicable markups. Delivery of Supplies in accordance with pre-established lead times shall be Freight on Board ("FOB") at the Warehouse or the job site specified by the City. Supplier shall be responsible for all handling costs up to the FOB point.

Supplier may store Supplies at the Warehouse in minimum and maximum quantities as specified by the City; provided, however, the City shall not be responsible for the carrying costs associated with the inventory stocked at the Warehouse. Supplier shall provide access to online pricing, quotes, invoices, proof of deliveries, and purchase orders for Supplies. Minimum inventory quantities and replenishment shall be maintained by the Supplier. There shall be no additional charges for after-hour, emergency, weekend, or holiday, deliveries of Supplies as requested by the City. The Supplier shall be available 24 hours per day, and seven days a week, at no additional charge to City. An appropriately sized forklift shall be provided and maintained by Supplier at the Warehouse, for use by the City in handling Supplies, at no additional cost to City.

**Section 5. INSPECTIONS AND TESTS**

City shall have the right to inspect and/or test the Supplies prior to acceptance. If upon inspection or testing the Supplies or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A", then without prejudice to any other rights or remedies, City may reject the Supplies or exercise any of its rights under Section 6.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

**Section 6. WARRANTY**

A. Supplier warrants that the Supplies will be new, of merchantable quality and free from defects in design, material and workmanship when delivered, and for the period of any manufacturer's warranty, or as otherwise agreed to by Supplier and City. Supplier further warrants that any services provided in connection with the Supplies will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that Supplies will meet any performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of any Supplies will not relieve Supplier of its obligations under this Agreement.

C. For any breach of the warranties contained in herein, Supplier will immediately, after receiving notice from City and at the option of City, and at Supplier's own expense and without cost to City:

1. Replace the defective Supplies with conforming Supplies, FOB City's Warehouse, office or other location where the Supplies were originally delivered; or

2. Repay to City the purchase price of any defective Supplies, if City has already made payment to Supplier for said Supplies.

D. If City selects replacement, any defects will be remedied without cost to City, including, but not limited to, the costs of removal and replacement of the defective Supplies. All such defective Supplies that are replaced will be similarly warranted as stated above.

E. Supplier also warrants that the Supplies are free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Supplies, if applicable. Supplier agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

F. In the event of a breach by Supplier of its obligations under this Section, City will not be limited to the remedies set forth herein, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

## **Section 7. SCHEDULE FOR DELIVERY**

A. The time of Supplier's performance is of the essence for this Agreement. Supplier must immediately notify City in writing any time a delivery is delayed or may not be completed on schedule.

B. In the event that delivering the Supplies is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

C. Delivery shall be made during normal business hours at the Warehouse between 6:30 AM and 5:00 PM, Monday through Thursday. No deliveries will be made on national, state or local holidays, unless requested by City.

D. City shall determine normal delivery frequency, based on need of replenishing Supplies to maintain minimum inventory levels.

E. The Supplier shall be available to make material deliveries to job-sites or the warehouse, 24 hours a day. Deliveries shall be coordinated with City.

F. Minimum data on the packing slip for each delivery of Supplies shall include:



1. Item description;
2. Supplier/Manufacturer name;
3. Supplier/Manufacturer part number;
4. Purchase Order number;
5. Order quantity;
6. Shipped quantity;
7. Drop location; and
8. Requester's name.

**Section 8. TECHNICAL SUPPORT**

The Supplier shall be responsible for implementing a new integrated materials management software system for the ordering and delivery of Supplies. City may, at its option, utilize the Supplier's software system for placing orders as well as tracking deliveries and inventory or opt for a standard paper method. Supplier's software system shall meet those requirements set forth in the RFP. The Supplier shall provide two (2) iPads with Otter Box shockproof protectors, screen protectors, chargers, and cellular capability, fully compatible with the Supplier's system (with barcode reading capabilities), to City at no additional cost. The Supplier shall provide expeditious full technical support and training to all City staff for the integrated materials management software (i.e. Stockroom), as requested by City, throughout the term of this Agreement.

**Section 9. TERM**

The term of this Agreement shall be for five (5) years, starting July 1, 2020 and shall terminate on June 30, 2025. Upon termination of the Agreement, Supplier shall remove all unused Supplies stored in the Warehouse at no cost to City. City may purchase such unused Warehouse items from Supplier at a price mutually agreed to by the Parties; provided, however, such negotiated pricing shall not to exceed the regular pricing hereunder as specified in Section 4. Under no circumstance will the City be required to purchase unused Supplies following termination of the Agreement. Supplier shall remove all unused Supplies from the Warehouse within thirty (30) days of termination and coordinate such removal with the City.

**Section 10. TAXES**

A. Supplier agrees to timely pay all applicable sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on Supplies and transfer title of Supplies to City free of any and all liens upon delivery.

B. All other taxes, however denominated or measured, imposed upon the price of the Supplies provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed

by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Supplies such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

C. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

**Section 11. INDEPENDENT CONTRACTOR**

Supplier enters into this Agreement as an independent supplier/contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Supplier are employees, agents, contractors or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

**Section 12. SUBCONTRACTS**

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting or transferring Supplier's obligation to provide any portion of the Supplies. Except for the insurance requirements herein, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Supplies, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

**Section 13. TITLE AND RISK OF LOSS**

Unless otherwise agreed, City will have title to, and risk of loss of, the Supplies upon delivery to the Warehouse, except as set forth in Section 6 ("Warranty"). However, Supplier will be liable for any loss or damage to the Supplies caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace or repair said Supplies or materials at its own cost to the complete satisfaction of City. Risk of loss for any Supplies which remain in the possession of Supplier shall remain with Supplier until such Supplies have been delivered to the Warehouse or City has otherwise taken possession thereof. In the event City elects to have Supplies removed pursuant to Section 3(A)(2) for which City has previously taken possession, title and risk of loss shall be transferred to Supplier at the time of said removal. Supplier will have the risk of loss or damage to Supplier's property used in the delivery and stocking of the Supplies, but which does not become a part of the Supplies in inventory at the Warehouse or other City facilities.

**Section 14. INDEMNIFICATION**

A. Supplier shall defend, indemnify and hold City, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons,

including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Supplies or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers shall be at Supplier's own cost, expense and risk. Supplier shall pay and satisfy any judgment, award or decree that may be rendered against City or its elected officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Supplier shall reimburse City and its elected officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents or volunteers.

#### **Section 15. INSURANCE**

A. General. Supplier shall procure and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. If Supplier is also the manufacturer of any equipment included in the Supplies, Supplier shall carry Product Liability which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its elected officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to

each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements affecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by City. All certificates and endorsements must be received and approved by City before delivery commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Supplies.

#### **Section 16. LIENS**

A. Supplier, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Supplies, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

#### **Section 17. TERMINATION OF AGREEMENT BY CITY**

A. Should Supplier at any time refuse or fail to deliver the Supplies with promptness and diligence in accordance with any established schedule, or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery

of the Supplies by written notice to Supplier. In such event, City may obtain the Supplies by whatever method it may deem expedient, including the hiring of another contractor or other contractors. If City's cost of obtaining the Supplies, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Supplies by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Supplies not terminated.

C. On receipt of notice of termination, Supplier will, with respect to the portion of the Supplies terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Supplies and the placing of orders in connection with the Supplies,
2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

D. Upon termination of Agreement, Supplier will be paid for any portion of the terminated Supplies already delivered, that are not intended for the ISS Warehouse. Upon determination of the amount of said compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit.

E. Upon termination of Agreement, the Supplier shall remove and take back all unused ISS Warehouse items at no cost to City. The Supplier may negotiate a price for unused ISS Warehouse items with City, and City may purchase, at its option, any unused materials and fittings. Under no circumstance will the City be required to purchase unused Supplies following termination of the Agreement. The Supplier shall remove all unused ISS Warehouse Supplies within thirty (30) days of the Agreement's termination, to be coordinated with City.

#### **Section 18. MISCELLANEOUS PROVISIONS**

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

**City:**

City of Azusa  
729 North Azusa Avenue  
Azusa, California 91702  
Attn: Director of Utilities

**Supplier:**

United Water Works, Inc.  
1313 E. Hunter Avenue  
Santa Ana, CA 92705  
Attn: Jerry Canada, President

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due to Supplier from City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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**EXHIBIT A**

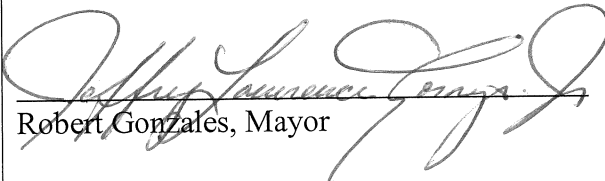


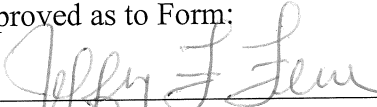
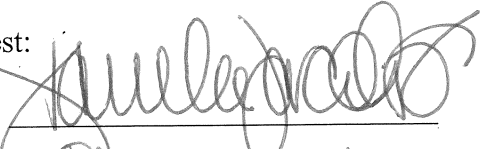
**INVENTORY LIST**

L. City's Right to Employ Other Suppliers. City reserves its right to employ other suppliers in connection with the Supplies.

M. Entire Agreement. This Agreement, City's RFP and Supplier's Proposal constitute the entire agreement between the Parties relative to the Supplies specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in this Agreement.

N. Inconsistencies. In the event of inconsistency between this Agreement, the RFP and Supplier's Proposal, this Agreement shall prevail over the RFP, and the RFP shall prevail over Supplier's Proposal.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

<u>CITY OF AZUSA</u>	<u>UNITED WATER WORKS, INC.</u>
 _____ Robert Gonzales, Mayor	 _____ Signature
	JERRY CANADA _____ Name
Attest:	PRESIDENT _____ Title
 _____ Jeffrey L. Cornejo, Jr., City Clerk	_____ Date
Approved as to Form:	Attest:
 _____ Best Best & Krieger LLP City Attorney	By:  _____ Title: OFFICE MANAGER



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**EXHIBIT B**

**SUPPLIER PROPOSAL**



**City of Azusa  
Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks  
Materials and Fittings**



# **Integrated Supply Systems (ISS) for Waterworks Materials and Fittings RFP**





**City of Azusa  
Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks  
Materials and Fittings**

April 28, 2020

Mrs. Melissa Barbosa, P.E.  
Senior Water System Engineer  
Azusa Light & Water  
729 North Azusa Avenue  
Azusa, CA 91702

RE: Integrated Supply Systems (ISS) for Waterworks Materials and Fittings RFP

Dear Mrs. Barbosa:

On behalf of United Waterworks, Inc. we are pleased to submit this proposal in answer to the Integrated Supply System for Waterworks Materials and Fittings. This proposal will demonstrate that we are the preferred entity for Azusa Light and Water to partner with and exceed the overall objectives outlined in the RFP. Our team brings the depth of experience and knowledge in the waterworks industry and customer service which is needed to successfully execute this partnership. Pursuant to the RFP instructions on the proposal contents, the attached proposal will have the following components:

- Organizational Strength (Stability / Quality of Corporation)
- Experience in ISS and Startup Timeline & Exit Strategy
- Information Systems Capability
- Operations Expertise, Customer Service and Quality Assurance and Control
- Pricing for the Term of the Contract
- Other Factors Deemed Relevant and Applicable

We thank you for the opportunity to present this proposal and look forward to a mutually beneficial, close working relationship.

Sincerely,

Jerry Canada  
President





ISS FOR WATERWORKS  
MATERIAL & FITTINGS



## SECTION A ORGANIZATIONAL STRENGTH



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

### **1. Introduction to the firm – size, office locations, service lines, ownership, years in service, what year did your business start/establish, etc.**

United Waterworks, Inc. was established in 1988 as Wells Supply Company. As the Company grew and the industry evolved, United Waterworks was “born”. Led by President Jerry Canada and our qualified team, United Water Works team members have more than 100 cumulative years of industry experience. Centrally located to serve all of Southern California, our clients can attest that we serve and operate from a foundation of our core values:

- Provide Exceptional Service
- Take Ownership in Everything We Do
- Be The Best At Everything We Do
- Be a Difference Maker

Since 1988 we have formed invaluable relationships with our service lines. We are partnered with industry affiliations such as IWWG and WASDA, these types of relationships allow us to pass on the best product at the best prices. Additionally, we continue to partner with other services lines which gives us a greater resource to pull from. Such service lines include but are not limited to, US Pipe, Vinyltech, Clow Valve, MH Valve, Ford Meter Box, Star Pipe, SIP, Smith Blair, Custom Pipe, Zurn-Wilkins, Cla-Val, Cambridge Lee

Centrally located in Orange County, we are able to service Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties along with Coachella Valley. By having one central location, we have a supply yard of approximately 2 acres that we keep fully stocked which allows us to quickly respond to our client's needs. Located on the same premises is our corporate office which allows our management team, purchasing team, and project managers direct access to better serve our clients with their project needs.

### **2. What Are Your Corporate Goals and Objectives**

United Waterworks and its employees serve all our clients under one simple goal; Your success is our success. We have decades of experience that allows us to meet our company objectives of continuing to put our customers first while delivering the right product, at the right price at the right time. Combined, we have created customer loyalty and employee unity for total customer service satisfaction.

### **3. Provide your company's organizational chart for management and staff directly related to the waterworks industry in Southern California.**

See Attachment 1



**City of Azusa  
Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks  
Materials and Fittings**

**4. What are your liquidity and debt ratios for the last five years?**

	2014	2016	2017	2018	2019
Ratio	1.31	1.33	1.33	1.38	1.47
Liability/Assets	75.78%	74.09%	77.87%	70.47%	74.28%

**5. Provide audited financial statements or corporate tax returns for the last five years. All financial statements or returns will be considered proprietary during the evaluation process and returned once the evaluation has been completed.**

United Water Works, Inc. has a proven track record of funding and commencing whatever financial steps are necessary to fulfil its obligations. Due to the confidentiality of our financials and the potential of public records requests, at this time we are not supplying this information in this RFP, but we would make them available to mutually view. However, we have provided our bank reference letter attesting to our financial stability. Please see attachment 2

**6. What were your total waterworks materials sales for the last five years in Southern California?**

United Waterworks sales over the last five years were \$105 Million dollars.





## ISS FOR WATERWORKS MATERIAL & FITTINGS



# SECTION B EXPERIENCE IN ISS AND STARTUP AND TIMELINE & EXIT STRATEGY



**City of Azusa  
Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks  
Materials and Fittings**

**1. What is your company's definition of an ISS? How long, if at all, have you practiced this concept in the Southern California water industry?**

An ISS is a partnership with our customer(s) whereas we work together, on a centralized system, to manage inventory needs, order process, track inventory, job usage and the replenishment process to optimize their collective performance.

UWW used an ISS system successfully with two remote branches collectively for 15 years. These branches were located in Coachella Valley (11 years) and Perris, CA (4 years). Our inventory, shipping, receiving, transferring, purchasing, and accounting were all centralized on one system. Allowing continuity between all branches. The same continuity ALW has outlined in their objectives and goals.

**2. What percent of your current business involves ISS customers in the Southern California water industry? How does your current level of ISS compare to your ultimate goals?**

Although we currently do not have customers that utilize our ISS system, a successful program as part of our core business would be a value-added tool for the water industry and our customers. Our Coachella and Perris branches made up approximately 14.96 % of total revenue over 5 years. As the market demand evolves and grows, we are prepared to meet this need and goals.

**3. What are you doing to keep service to an acceptable level for: Current ISS Utility Customers and Current ISS Suppliers?**

Our system, Stockroom allows us to have remote professional support at any given time. We will regularly meet and have conference calls to communicate needs, i.e.: what was working, and what wasn't working allowing us to move swiftly to make the changes. There is a balance of needs to meet, and the system and processes must flow to meet the needs of the ultimate goal(s), which are effective, timely, and accurate information with access to "just in time" material.

**4. What programs do you have in place and please explain the details of each including an identifiable cost and/or savings associated with: Decreased customer stocking levels Improve purchasing efficiency; Improved staff productivity; Inventory consignment; Vendor consolidation; In connection with your Current ISS Utility Customers and in connection with your Current ISS Suppliers?**





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- **Decreased customer stocking levels Improve purchasing efficiency**  
Because UWW is supplying ALW a consignment inventory, this also allows ALW to have a supplied stock only being billed upon usage, thus saving money because ALW has no overstock or stale inventory.
- **Improved staff productivity**  
Because UWW is supplying ALW a consignment inventory, this eliminates the need for a purchasing position. Because Stockroom has many inventory controls features, the need to have weekly cycle counts are minimized due to the stock level mode/ minimum and maximum on hand inventory control. This reduces the manpower and time for this weekly task. Together, this is a significant cost-savings to Azusa Light and Water.
- **Vendor consolidation**  
Since UWW is supplying ALW with its inventory, we will pass on the purchasing power benefits we have built with our vendors in the industry.
- **In connection with your Current ISS Suppliers**  
Not Applicable

**5. List any specific benefits and associated cost savings, not already mentioned, that have resulted from your current ISS: for your company and for your customers.**

While practicing ISS with our remote branches, the biggest benefits was immediate access to shared information and current stock levels in real time with the ability to re-stock efficiently. Inventory levels, inventory accuracy and cost of goods are the areas you can see cost savings and time savings as Stockroom eliminates the need for ALW to shop suppliers for job specific items.

**6. Provide examples of problems experienced in ISS and their resolution.**

For an ISS to flow properly, everyone must work together as a team. The steps associated with a certain step in the process should remain consistent every day. The goal is to create a standard operating procedure for each step: shipping, receiving, stocking, returns, purchasing.

**7. How can your company's experiences with ISS enable the ALW Water Division to save money?**

United Waterworks system, Stockroom allows ALW along with your UWW project manager to manage the order process, track their inventory, job usage and order



process and manage “consignment inventory”. Since the inventory is on consignment, ALW will not be billed until the inventory is used. Together, these help ALW save money by offering “just in time” inventory, accurate ordering procedures with coordinated and District specific SKU’s, streamlined shipping and receiving paperwork, electronic invoicing, full visibility of inventory levels and usage. While all ISS systems can relatively provide these same features, United Waterworks’ product knowledge and customer service cannot be matched.

**8. What is essential to create a successful ISS between the ALW Water Division and your company?**

Training on Stockroom and communication will be the most essential parts of this program. It is essential that we meet at start-up to outline the specific goals of the program and outline key personnel. Likely we will have bi-weekly meetings/conference calls, to discuss how things are progressing. As the days and weeks progress, priorities will adjust based on what is working smoothly and what is not. The goals will change and evolve as the program becomes more successful and robust. Due to social distancing guidelines, we are open to virtual meetings via zoom or another platform should it be the pleasure of ALW.

**9. Provide a list of ISS customers, locations, contract lengths, scope of Service and reference names.**

Although we utilized an ISS system through our off-site branches and are capable of implementation and utilization of an ISS system, our current customer base has not elected to use this type of operating model.

**10. How are your emergency priorities set for ISS?**

David Alcala, your personal account manager, Jerry Canada, product specialist / President/Owner, and Walter Vickery, purchasing and inventory control will work with your personnel to assess emergency priorities during weekly calls and create a plan to resolve. United Water Works is committed to being available 24/7 for Azusa Light and Water.

**11. Describe your implementation plan for ISS, including: Start-up process; Training plan; People required (yours); Required interface with customer; and Anticipated time from start to implementation (normal)**

While this plan is fluid it is much likely to evolve as a better understanding of Azusa Light and Water’s needs develops, we have outlined what we believe is a great model to start:



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- **Start-up:**
  - Determination of the immediate goals and needs of ALW
  - Gather information and reporting needed to import data to ERP
  - Schedule meetings with ERP (Eclipse) support to customize what is needed and assist with questions and concerns.
- **Training**
  - With today's climate of social distancing, we will schedule a virtual training with our vendor, ALW staff, and UWW staff. This can be performed via zoom or another platform to the districts pleasure. This expertise will allow all sides to get well versed in the system and the needs of the District.
  - If social distancing is lifted and the district policies allow, we can perform training face to face.
- **People Required from UWW:**
  - David Alcalá – Main Point of Contact / Municipal Sales
  - Walter Vickery – Purchasing & Inventory Manager
  - Jerry Canada – Product Specialist / President-Owner
  - Christin Deschenes – Controller, ERP Specialist
  - Danielle Jacobs – Day-to-Day trouble shooting contact / Manager
  - Warehouse Driver – Deliveries
- **Required Interface with Customer**
  - We would want to hold a kick-off meeting and training sessions between ALW and UWW with key employees. However, in today's climate of social distancing should it be the pleasure of ALW, we would set up a virtual meeting via zoom or like platform that would allow us to all log in to train on the Stockroom software.
- **Anticipated time from start to implementation**
  - We are committed to take as much time the District and UWW staff needs to get aligned with the District's goals. This training could be completed in stages of 1-10 days.

### **12. Describe the Exit Strategy, transition, requirements at the end of the Contract Term**

We will work with Azusa Light and Water to create a seamless and simple exit program. Our experience from running and exiting two branches we have the experience and confidence to make a seamless transition. We believe the key inlays



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with the program that is created over the contract term. United Water Works will be able to prepare reporting to ALW that is needed for ALW to move their information to a new system.



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# SECTION C INFORMATION SYSTEMS CAPABILITY



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**1. Do you currently use Electronic Data Interface/Interchange EDI?**

United Water Works currently uses Eclipse Software that uses EDI, that allows electronic trading relationships with our customers and vendors.

**2. How many customers do you currently support with EDI and which transaction sets are you supporting?**

Approximately 70% of our customers use EDI. We can support 100% if needed. The 30% that do not use it is due to their preference. We use EDI for: invoices, statements, purchase orders, order acknowledgments, ship tickets, delivery notifications, and delivery confirmations.

**3. What percentage of your Purchase Orders are processed via EDI? Do you have Electronic Data Transfer, Electronic Funds Transfer, and Evaluated Receipts Settlement available?**

100% of our purchased orders are processed via EDI. Yes, we do have Electronic Data Transfer, Electronic Funds Transfer and Evaluated Receipts Settlement.

**4. If you use a Value-Added Network (VAN), which one is it?**

United Waterworks has partnered with Stockroom and Signature Touch as value added networks to handle the exchange of data between trading partners.

**5. What information is available over the Internet (i.e., current pricing, product specifications)?**

United Water Works does not have listed pricing available to the public. We take the one-on-one time with our customers to put pricing in place that allows them the best price with the right product for their job to be successful. We use an electronic in-house method that allows us to track all our product specifications, as every job is unique related to specification. This information is available to the customer only.

**6. What are your plans for using the Internet to interface with customers?**

UWW strives to be customer-centric, providing the type of tools our customers objectives and goals. We have made and continue to make steps and changes to prepare ourselves for a customer web portal that will be utilized in the future. Currently, we provide web-based delivery tracking to our customers, through Innovo, our delivery app.



- 7. Do you have a website with limited access via password for ISS customers? Describe the contents of the website section dedicated to ISS and the interactive functions available for customer use.**

By offering Stockroom to our customers, we are able to provide them with an internet-based tool that is matched to their specific product need. Through stockroom, our customers gain access to orders mode, stock levels mode, cycle count mode and a returns mode. This allows the customer to have a "consignment" inventory. Customers can order what they use or keep track of on-hand inventory and replenish based on a minimum or maximum they choose. Order details are broken down by individual job. Please see attachment 4 as a visual aide to the software.

**Data Processing Systems Assessment**

- 1. Describe the platforms that support your company including hardware platform, the operating system software platform, and application software.**

United Waterworks IT Systems run on redundant Dell Power Edge servers and a Shared iSCSI Dell EMC Storage Network device. Operating systems include windows server 2008R2, windows server 2016 and Redhat Linux. United Waterworks has a mix of premise systems and cloud systems to support our business needs. Our primary business system is Eclipse through Epicor. Our IT systems include a managed multi-level security platform to protect our environment at the edge of the network through the end user systems.

- 2. What degree of integration exists between your accounting, purchasing, sales, and warehousing systems?**

Our accounting, purchasing, sales, and warehousing systems are 100% integrated in our network.

- 3. Can customers connect to your site to enter orders and gain access to information for order and inventory status?**

Yes, ALW would be supplied one IPAD with the Stockroom application integrated. This would be supplied at no charge. If additional IPAD's are needed, we are open to working to accommodate this request.

- 4. How is bar coding currently employed in your operations? What support can you provide in the Water Division's overall effort to employ bar coding?**

Through our ERP system, we use Location Touch which is tied to Eclipse. This system allows us to track our inventory for accuracy with cycle counts and make the





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necessary inventory adjustments as needed. Through our system the customer has their unique bar code that is used as their personal code. This bar code system would be integrated with Stockroom.

### **5. What types of information/reports can you provide to assist with forecasting, planning and auditing and in what time frames?**

Through Stockroom consignment we can perform inventory counts, create consignment billing for product quantity changes in Eclipse, Consignment Auto Transfer. Through usage mode, the customer can scan the bar code of the item used which would electronically track the usages, allowing us to invoice for the material and have the ability to replenish the stock to the minimum inventory. With the guidelines or parameters, we can provide additional various reports for forecasting, planning and auditing. Many of these custom reports can be provided within 1 business day.

- Please note: For a detailed overview of StockRoom, please use the attached link to view:

[https://www.youtube.com/watch?feature=player\\_embedded&v=wHDsvx38yDQ](https://www.youtube.com/watch?feature=player_embedded&v=wHDsvx38yDQ)





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## SECTION D

# OPERATIONS EXPERTISE, CUSTOMER SERVICE, AND QUALITY ASSURANCE AND CONTROL



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**1. Quality Control and Assurance Program description.**

United Water Works strives for excellence which starts with a solid quality control assurance program. Starting with a quality process, United Water Works uses our electronic work order, which is double checked, then processed either in our warehouse or through an electronic purchase order. Finally, we continue with a quality delivery system. Once the order is out for delivery, the customer is electronically notified of the time of arrival.

**2. Number of your company yard locations within a 30-mile radius of Azusa.**

United Water Works has one location that is within a 30-mile radius of Azusa.

**3. Number and function of people per location in the each within the 30-mile radius locations: Categories include: Delivery, Billing, Customer Service, Management and Warehousing.**

We are committed to our entire team to assist as needed. Below are 8 team members that will act as main points of contact. Phone numbers will be supplied upon entering into an agreement.

- a. David Alcala – Municipal Sales
- b. Jerry Canada – Product Specialist / President/CEO
- c. Christin Deschenes – Controller, ERP Specialist
- d. Danielle Jacobs – Office Manager, Day-to-Day trouble shooting contact
- e. Walter Vickery – Purchasing & Inventory Manager
- f. Warehouse Driver – as assigned

**4. What are your normal yard operating hours?**

- Monday thru Friday 6:00a.m. – 5:00p.m.
- After hours available for emergency open
- Saturday and Sunday – available for an emergency open

**5. What is your minimum order for delivered waterworks materials?**

There will be no minimum order for delivery

**6. Describe your definition of an emergency order.**

If our customer has an emergency, we have an emergency. UWW is committed to being available 24/7.



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**7. What emergency services (in the event of natural disaster) can you provide for waterworks materials?**

Providing the infrastructure remains intact, United Water Works will be readily available to meet the needs of ALW.

**8. What are your order fill rates from your waterworks inventory? The order fill rate is the percent of line items shipped complete divided by total number of line items. Only original or initial orders may be counted. Please document the number of line items shipped complete and total number of line items for an annual period.**

Fill rates are dependent upon being able to complete an entire order from stocked material. Using that method our fill rate would be 99%.

**9. Will the price for an off-hours emergency order be the same as for a non-emergency order? If not, what would the associated cost(s) before off-hours deliveries and normal working hours deliveries?**

Yes, there is no charge for off-hour emergency orders or non-emergency orders.

**10. What percentage of orders are supplied on time? 1 week late? Longer? What are the usual reasons for late delivery?**

We have an on-time deliver rate of 98%. A late order is due to the manufacturer reasons / lead times or timing of a special-order item.

**11. Do you have any shipping restrictions? If yes describe?**

We do not have shipping restrictions. The majority of our clients are located in the Southern California region, due to the professional relationships we have established, we have shipped internationally and statewide.

**12. Please describe how you would propose to make arrangements for waterworks materials deliveries and off-loading to the ALW Water Division's main warehouse, service centers, and job sites, e.g. a truck borne forklift, this contract requires a forklift also provided at the Gladstone Yard for the term of the Contract to be utilized by ALW workforce.**

UWW has a fleet of delivery trucks and flatbeds used to deliver material to the main warehouse, service centers and job sites. The material would be off-loaded using the UWW supplied forklift. If a delivery was made to the jobsite the material would be off-loaded using the contractor supplied equipment that are on the job site.



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**13. What are your average lead times for waterworks materials?**

If the item is stocked in the yard, we can fulfill the order the same day. If a part needs to be ordered through the manufacturer and it is in stock, depending on where it is shipping from it could be 1-7 days. If the item needs to be manufactured, we would have to quote you a lead time based upon conditions.

**14. Describe your system to track delivery problems and their resolution. At what level of management is this information reviewed?**

We use an electronic delivery system called Signature Touch/ Deliver. Not only does it track the delivery times and delivery times; it emails you with real time delivery updates. This allows us to track any potential delivery time problems. If a problem does occur our warehouse manager in conjunction with our dispatch/warehouse supervisor are immediately notified and able to resolve the problem.

**15. List the methods and relative costs of transporting the finished products to their final destination.**

We have a fleet of delivery trucks that we utilize for our deliveries. In some cases, product can be delivered "direct". Azusa Light & Water will not be charged a delivery fee.

**16. What is your company's strategy to assure your materials are supplied at competitive price levels?**

Having over 30 years in the water industry has allowed us to align with the best waterworks material suppliers in the industry. This long-lasting relationship has resulted in not only the best prices, but also the best quality and customer service in the industry. Additionally, United Water Works is aligned with IWWG allowing us to be a part of a water utilities buying power group which results in competitive pricing for us to offer our customers.

**17. Furnish a list of major customers with their addresses, phone numbers and contact personnel, including 24-7 contact.**

Coachella Valley Water District  
75515 Hovley Ln. East  
Palm Desert, CA 92211  
Phone: (760) 398-2661 ext.2333  
Contact: Michael Gladish

City of Pomona  
148 N. Huntington Street  
Pomona, CA 91768  
Phone: (626) 488-1095  
Contact: Danny Aceves



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City of Compton  
205 S. Willowbrook  
Compton, CA 90221  
Phone: (310) 605-5690  
Contact: August Thornton  
Elsinore Valley Municipal Water District  
31315 Chaney Street  
Lake Elsinore, CA 92330  
Phone: (951) 674-3146 ext.8285  
Contact: Rory Logue

City of Ontario  
1425 S. Bon View Avenue  
Ontario, CA 91761  
Phone: (909) 721-9403  
Contact: Joseph R. Speer  
Long Beach Water  
1800 East Wardlow  
Long Beach, CA 90807  
Phone: (562) 708-6768  
Contact: Justin Beck

### **18. How do you assure quality and on time delivery?**

Using our EPI programs in place it allows us to place an order, pull an order, confirm the orders accuracy and ship the order. Using our real time delivery system not only can the customer see the exact timing of their delivery we are notified of any delays during the delivery process.

### **19. In general, can you supply certified test reports for each type of waterworks materials?**

Yes, we are happy to provide our customers with this information. We also offer bi-directional BFV Hydro Testing at our Santa Ana yard.

### **20. What is the overall quality assurance philosophy of your company?**

Your success is our success. United Water Works delivers the right product, the right price with the right service the first time; simply because customer service is doing more than the customer expects to receive.

### **21. What QA/QC do you require from your manufacturers?**

In order to supply our customers with quality assurance and quality control with the product we offer, we must require the same standards from our manufactures as what we give our customers.

### **22. What is your Company's definition of total customer satisfaction?**

Well done is better than well said; at United Water Works customer service is defined by the very same core values we promote in everything we do for you, our customer. Provide value added services, demonstrate compassion and integrity through our actions by building a positive relationship with our attitude, and our ability to adapt to you, our customer and your needs.



**23. How will you handle: Problems with materials at delivery? (defective items supplied, problems due to transportation, etc.); Large quantity/bulk orders; Returned merchandise; Back Orders; Warehousing; and Requests for new items?**

If material is defective at the time of delivery, we will replace the material at no charge and redeliver the new material. Backorders are shipped as received unless a complete ship order is requested. All large quantity and bulk order items are handled the same as small orders unless otherwise instructed. We have the capability to ship all orders of all sizes. Stockroom has four separate modes; Orders mode, Stock Level Mode, Cycle Count Mode, and Return Mode:

- **Orders Mode:** Enter desired order quantity or in usage mode replenish products used
- **Stock Levels Mode:** Replenishes when on-hand inventory is below min back to maximum level set by ALW
- **Cycle Count Mode:** Creates a report of on-hand inventory, updates levels but does not create an order
- **Return Mode:** create a return that will generate a credit sales order in the Eclipse system.

**24. Can you schedule and provide just-in-time deliveries?**

Yes

**25. State your capabilities for handling and delivering large and small orders, and state order cycles.**

Through our delivery fleet there is no order too small or large that we cannot handle. Through Stockroom, we can electronically track product usage. This is accomplished by the electronic control usage, the customer places an order, the material is pulled which automatically changes the on-hand number. Together, this will automatically create the order cycles through the minimum and maximum product desired and the material can be restocked.

**26. Describe, in detail, technical support (including reports, publications and computer programs) that you will provide to the Water Division.**

We would provide ALW with one IPAD equipped with its unique Stockroom. From the software ALW would export all district specific part number including an on-hand values and job usage reports. These cost savings reports can assist in a cost savings.





**27. Should your product fail, can your company provide onsite failure analysis?**

Yes. Having over 100 years of combined experience brings extensive material knowledge and makes our team more than capable to identify product defects or failures and their causes in the field. Should a situation arise requiring the manufacturer's input or testing UWW will provide a solution, monitor the situation and report findings in regard to warranty and or replacement parts.

**28. Provide a detailed plan that can save both the Water Division, and your company, money, improve quality, and/or enhance communication.**

As outlined throughout our RFP response, United Water Works is aligned with water works material suppliers that deliver a cost effective and quality product that we pass on to you, our customer. Our team has over 100 years of cumulative experience that will provide Azusa Light & Water an improve quality product knowledge, customer service, and communication that will surpass the competition.

**29. Do you maintain an inventory from which you distribute? What is its Approximate overall value?**

Yes, United Water Works has a supply yard of approximately 2 acres with a value of 2.4 Million Dollars.

**30. Have you ever failed to honor commitments to your customers in the last five years? Describe the reason for the failure, and the corrective action taken.**

No, we have never failed to honor a commitment.

**31. Do you have an Employee Handbook that contains statements of policy, practice and procedure relating to your employees? If so, please include a copy.**

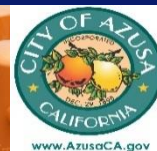
See Attachment 4

**32. Do you have general liability and workers compensation insurance? This contract requires general liability and workers compensation insurance, and naming City of Azusa additional insured please include all certificates of insurance.**

Yes. See Attachment 5



**ISS FOR WATERWORKS  
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[www.AzusaCA.gov](http://www.AzusaCA.gov)

# **SECTION E PRICING FOR THE TERM OF THE CONTRACT**





**City of Azusa**  
**Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks**  
**Materials and Fittings**

**AZUSA WATER PARTS INVENTORY**

	Yellow Highlight = current ALW Inventory		
GROUP 1: DUCTILE IRON PIPE	QTY	PRICE	TOTAL
4 CLASS 52 DI TJ PIPE W/RING	1	27.290/ft	491.23
6 CLASS 52 DI TJ PIPE W/RING	1	20.503/ft	369.06
8 CLASS 52 DI TJ PIPE W/RING	1	28.877/ft	519.79
10 CLASS 52 DI TJ PIPE W/RING	1	37.626/ft	677.26
12 CLASS 52 DI TJ PIPE W/RING	1	47.368/ft	852.62
SUBTOTAL			\$2,909.96
GROUP 2: FITTINGS	QTY	PRICE	TOTAL
10 DI SSB MJXFLG ADAPTER C/L	1	144.774	144.77
12 DI SSB MJXFLG ADAPTER C/L	1	185.652	185.65
4 DI SSB MJ 11-1/4 BEND C/L	1	31.935	31.94
6 DI SSB MJ 11-1/4 BEND C/L	1	53.226	53.23
8 DI SSB MJ 11-1/4 BEND C/L	1	72.387	72.39
10 DI SSB MJ 11-1/4 BEND C/L	1	117.097	117.10
12 DI SSB MJ 11-1/4 BEND C/L	1	144.774	144.77
4 DI SSB MJ 22-1/2 BEND C/L	1	33.213	33.21
6 DI SSB MJ 22-1/2 BEND C/L	1	51.097	51.10
8 DI SSB MJ 22-1/2 BEND C/L	1	79.626	79.63
10 DI SSB MJ 22-1/2 BEND C/L	1	117.948	117.95
12 DI SSB MJ 22-1/2 BEND C/L	1	154.568	154.57
10 DI SSB MJ 90 BEND C/L	1	158.826	158.83
12 DI SSB MJ 90 BEND C/L	1	213.755	213.75
4 DI SSB MJ CAP	1	15.755	15.75
6 DI SSB MJ CAP	1	28.103	28.10
8 DI SSB MJ CAP	1	45.987	45.99
10 DI SSB MJ CAP	1	57.484	57.48
12 DI SSB MJ CAP	1	86.013	86.01
10X2 DI SSB MJ CAP	1	74.090	74.09
12X2 DI SSB MJ CAP	1	103.045	103.05
4 DI SSB MJ PLUG	1	19.587	19.59
6 DI SSB MJ PLUG	1	37.045	37.05
8 DI SSB MJ PLUG	1	54.929	54.93
10 DI SSB MJ PLUG	1	95.806	95.81
12 DI SSB MJ PLUG	1	94.529	94.563



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4X2 DI SSB MJ TAPPED PLUG	1	36.194	36.19
6X2 DI SSB MJ TAPPED PLUG	1	53.226	53.23
8X2 DI SSB MJ TAPPED PLUG	1	71.535	71.54
10X2 DI SSB MJ TAPPED PLUG	1	112.413	112.41
12X2 DI SSB MJ TAPPED PLUG	1	110.284	110.28
8X4 DI SSB MJ CONC REDUCER C/L	1	54.929	54.93
10X4 DI SSB MJ CONC REDUCER C/L	1	88.994	88.99
10X6 DI SSB MJ CONC REDUCER C/L	1	74.942	74.94
10X8 DI SSB MJ REDUCER C/L	1	82.606	82.61
12X4 DI SSB MJ REDUCER C/L	1	113.265	113.26
12X6 DI SSB MJ REDUCER C/L	1	99.213	99.21
12X8 DI SSB MJ REDUCER C/L	1	101.342	101.34
12X10 DI SSB MJ REDUCER C/L	1	112.413	112.41
10X12 DI SSB MJ SOLID SLEEVE	1	120.929	120.93
12X12 DI SSB MJ SOLID SLEEVE	1	163.084	163.08
4X4 DI SSB MJXFLG TEE C/L	1	72.387	72.39
6X4 DI SSB MJXFLG TEE C/L	1	114.542	114.54
8X4 DI SSB MJXFLG TEE C/L	1	133.703	133.70
8X6 DI SSB MJXFLG TEE C/L	1	138.387	138.39
8X8 DI SSB MJXFLG TEE C/L	1	176.71	176.71
10X4 DI SSB MJXFLG TEE C/L	1	189.484	189.48
10X6 DI SSB MJXFLG TEE C/L	1	235.897	235.90
10X8 DI SSB MJXFLG TEE C/L	1	254.206	254.21
10X10 DI SSB MJXFLG TEE C/L	1	323.613	323.61
12X4 DI SSB MJXFLG TEE C/L	1	251.226	251.23
12X6 DI SSB MJXFLG TEE C/L	1	265.277	265.28
12X8 DI SSB MJXFLG TEE C/L	1	294.658	294.66
12X10 DI SSB MJXFLG TEE C/L	1	336.387	336.39
12X12 DI SSB MJXFLG TEE C/L	1	422.400	422.40
4 DI FLG 45 BEND C/L	2	69.406	138.81
6 DI FLG 45 BEND C/L	2	107.303	214.61
8 DI FLG 45 BEND C/L	2	163.084	326.17
10 DI FLG 45 BEND C/L	1	263.574	263.57
12 DI FLG 45 BEND C/L	1	344.477	344.48
4 DI FLG 90 BEND C/L	2	77.923	155.85
6 DI FLG 90 BEND C/L	2	120.503	241.01
8 DI FLG 90 BEND C/L	2	197.574	395.15
10 DI FLG 90 BEND C/L	1	313.394	313.39



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12 DI FLG 90 BEND C/L	1	407.923	407.92
6X4 DI FLG CONC REDUCER C/L	1	83.032	83.03
8X4 DI FLG CONC REDUCER C/L	1	124.761	124.76
8X6 DI FLG CONC REDUCER C/L	1	135.406	135.41
10X4 DI FLG CONC REDUCER C/L	1	185.226	185.23
10X6 DI FLG CONC REDUCER C/L	1	176.710	176.71
10X8 DI FLG CONC REDUCER C/L	1	220.568	220.57
12X4 DI FLG CONC REDUCER C/L	1	259.316	259.32
12X6 DI FLG CONC REDUCER C/L	1	261.871	261.87
12X8 DI FLG CONC REDUCER C/L	1	292.529	292.53
12X10 DI FLG CONC REDUCER C/L	1	330.852	330.85
4X4 DI FLG TEE C/L	1	142.219	142.22
6X4 DI FLG TEE C/L	1	195.445	195.45
6X6 DI FLG TEE C/L	1	176.710	176.71
8X4 DI FLG TEE C/L	1	273.794	273.79
8X6 DI FLG TEE C/L	1	254.632	254.63
8X8 DI FLG TEE C/L	1	294.658	294.66
10X4 DI FLG TEE C/L	1	393.019	393.02
10X6 DI FLG TEE C/L	1	367.471	367.47
10X8 DI FLG TEE C/L	1	385.355	385.35
10X10 DI FLG TEE C/L	1	447.948	447.95
12X4 DI FLG TEE C/L	1	533.961	533.96
12X6 DI FLG TEE C/L	1	513.523	513.52
12X8 DI FLG TEE C/L	1	540.774	540.77
12X10 DI FLG TEE C/L	1	644.671	644.67
12X12 DI FLG TEE C/L	1	650.632	650.63
4 DI BLIND FLG	1	36.619	36.62
6 DI BLIND FLG	1	54.929	54.93
8 DI BLIND FLG	1	91.548	91.55
4 DI SSB MJ 45	2	34.916	69.83
6 DI SSB MJ 45	2	56.206	112.41
8 DI SSB MJ 45	2	81.755	163.51
4 DI SSB MJ 90	1	42.155	42.15
6 DI SSB MJ 90	1	68.981	68.98
8 DI SSB MJ 90	1	100.065	100.06
10 DI SSB MJ 45 BEND C/L	1	118.374	118.37
12 DI SSB MJ 45 BEND C/L	1	176.710	176.71
4 DI SSB MJXFLG ADAPTER	1	40.026	40.03



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6 DI SSB MJXFLG ADAPTER	1	55.355	55.35
8 DI SSB MJXFLG ADAPTER	1	83.458	83.46
6X4 DI SSB MJ CON RED	1	40.026	40.03
8X6 DI SSB MJ RED	1	58.335	58.34
4X12 DI SSB MJ SOLID SLV	2	37.471	74.94
6X12 DI SSB MJ SOLID SLV	2	62.594	125.19
8X12 DI SSB MJ SOLID SLV	2	101.642	202.68
4X2 DI SSB MJ TAPPED CAP	1	32.787	32.79
6X2 DI SSB MJ TAPPED CAP	1	45.135	45.14
8X2 DI SSB MJ TAPPED CAP	1	62.594	62.59
4 DI SSB MJXFLG 90	1	48.116	48.12
6 DI SSB MJXFLG 90	1	85.161	85.16
8 DI SSB MJXFLG 90	1	147.755	147.75
6X6 DI SSB MJXFLG TEE	1	114.542	114.54
4 MEGA LUG ACC PACK	8	29.237	233.90
6 MEGA LUG ACC PACK	8	36.121	288.97
8 MEGA LUG ACC PACK	8	49.222	393.78
10 MEGA LUG ACC PACK	8	69.995	559.96
12 MEGA LUG ACC PACK	8	94.076	752.61
4 STD 45 WELD	2	11.548	23.10
6 STD 45 WELD	2	29.677	59.35
8 STD 45 WELD	2	40.000	80.00
4 STD LR 90 WELD	2	18.065	36.13
6 STD LR 90 WELD	2	43.871	87.74
8 STD LR 90 WELD	2	64.516	129.03
3 FS150 S/O WELD FLG FLAT FACE	2	14.194	28.39
4 FS150 S/O WELD FLG FLAT FACE	2	17.742	35.48
6 FS150 S/O WELD FLG FLAT FACE	2	29.303	58.61
6 FS150 6H S/O FLG FLAT FACE	2	37.419	74.84
8 FS150 S/O WELD FLG FLAT FACE	2	42.581	85.16
10 FS150 S/O WELD FLG FLAT FACE	2	90.323	180.65
12 FS150 S/O WELD FLG FLAT FACE	2	141.935	283.87
6X6 WELD NOZZLE 150# - BARE LESS PADS	1	296.774	296.77
<b>SUBTOTAL</b>			<b>\$23,501.12</b>
<b>GROUP 3: GATE VALVES</b>	<b>QTY</b>	<b>PRICE</b>	<b>TOTAL</b>
4 FLG RW GATE VLV OL NDZ STEM 316 B/N	1	434.065	434.06
4 FLGXMJ RW GATE VLV OL NDZ STEM 316 B/N	1	417.974	417.97



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4 MJ RW GATE VLV OL NDZ STEM 316 B/N	1	437.806	437.81
6 FLG RW GATE VLV OL NDZ STEM 316 B/N	1	580.000	580.00
6 FLGXMJ RW GATE VLV OL NDZ STEM 316 B/N	1	558.671	558.67
6 MJ RW GATE VLV OL NDZ STEM 316 B/N	1	558.671	558.67
8 FLG RW GATE VLV OL NDZ STEM 316 B/N	1	906.671	906.67
8 FLGXMJ RW GATE VLV OL NDZ STEM 316 B/N	1	872.994	872.99
8 MJ RW GATE VLV OL NDZ STEM 316 B/N	1	889.832	889.83
10 FFX RW GATE VLV UL/FM OL NDZ STEM	1	1440.645	1440.65
12 FFX RW GATE VLV UL/FM OL NDZ STEM	1	1739.626	1739.63
8 FXMJ RW GATE VLV UL/FM OL NDZ STEM	1	872.994	872.99
10 FXMJ RW GATE VLV UL/FM OL NDZ	1	1387.510	1387.51
12 FXMJ RW GATE VLV UL/FM OL NDZ	1	1675.265	1675.26
8 MJXMJ RW GATE VLV UL/FM OL NDZ	1	889.832	889.83
10 MXM RW GATE VLV UL/FM OL NDZ STEM	1	1387.510	1387.51
12 MJXMJ RW GATE VLV UL/FM OL NDZ	1	1755.716	1755.72
<b>SUBTOTAL</b>			<b>\$16,805.77</b>
<b>GROUP 4: FIRE SERVICES</b>	<b>QTY</b>	<b>PRICE</b>	<b>TOTAL</b>
6X1/8 6H FF CI RUBBER	4	2.877	11.51
5/8X3 BREAK-OFF B/N SET 6H	8	5.677	45.42
6X4 6H HYD EXT GROOVED	2	76.129	152.26
6X6 6H HYD EXT GROOVED	2	80.00	160.00
6X8 6H HYD EXT GROOVED	2	89.032	178.06
6X12 6H HYD EXT GROOVED	2	100.645	201.29
6X16 6H HYD EXT GROOVED	2	123.871	247.74
6X18 6H HYD EXT GROOVED	2	129.032	258.06
4X2-1/2 ANGLE FIRE VLV (JONES ONLY)	2	802.183	1604.37
6X4X2-1/2 HYD FLUTED SPOOL 6H (JONES ONLY)	2	3074.539	6149.08
6X4X(2)2-1/2 BRZ HYD 6 HOLE DRILL (JONES ONLY)	2	4237.461	8474.92
6X24 6H MJ HYD BURY	1	245.161	245.16
6X36 6H MJ HYD BURY	1	251.63	251.61
6X42 6H MJ HYD BURY	1	259.355	259.35
6X48 6H MJ HYD BURY	1	283.871	283.87
<b>SUBTOTAL</b>			<b>\$18,522.70</b>
<b>GROUP 5: SERVICE LINE</b>	<b>QTY</b>	<b>PRICE</b>	<b>TOTAL</b>
1X1/16 POLY PLASTIC GASKET	200	0.348	69.68



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1X1/8 CI RUBBER MTR GASKET	400	0.310	123.87
3/4X1/16 POLY PLASTIC GASKET	200	0.284	56.77
3/4X1/8 CI RUBBER GASKET	400	0.310	123.87
1-1/2 CI DROP-IN MTR GASKET	12	0.774	9.29
2 CI DROP-IN MTR GASKET	12	0.903	10.84
10X2 IP IRON SADDLE 1000-1110	1	62.968	62.97
12X2 IP IRON SADDLE 1200-1320	1	78.594	78.59
4X2 IP IRON SADDLE 400-450	1	38.168	38.17
10X1 IPT BRZ SADDLE 1110-1212	1	188.452	188.45
10X2 IPT BRZ SADDLE 1110-1212	1	222.290	222.29
12X1 IPT BRZ SADDLE 1320-1438	1	220.555	220.55
12X2 IPT BRZ SADDLE 1320-1438	1	253.245	253.25
4X1 IPT BRZ SADDLE 480-540	1	104.348	104.35
4X2 IPT BRZ SADDLE 510-540	1	132.471	132.47
6X1 IPT BRZ SADDLE 690-750	1	122.916	122.92
6X2 IPT BRZ SADDLE 690-750	1	154.406	154.41
8X1 IPT BRZ SADDLE 905-962	1	152.123	152.12
8X2 IPT BRZ SADDLE 905-962	1	174.342	174.34
3/4 GALV COMP CPLG	4	1.574	6.30
1 GALV COMP CPLG	4	2.595	10.38
1-1/2 GALV COMP CPLG	4	4.067	16.27
2 GALV COMP CPLG	4	5.937	23.75
MTR ADAPTER 5/8X3/4 TO 1 SHORT	12	14.761	177.14
MTR ADAPTER 3/4 TO 1 LONG	12	11.320	135.84
12X20 ARMORCAST 437 CVR WITH AMI TOP MOUNT	1	47.006	47.01
12X20 ARMORCAST 437 MTR BOX	4	70.800	283.20
13X24 ARMORCAST 438 CVR WITH AMI TOP MOUNT	1	75.342	75.34
13X24 ARMORCAST 438 MTR BOX	4	127.084	508.34
17X30 ARMORCAST 66 CVR WITH AMI TOP MOUNT	1	91.768	91.77
17X30 ARMORCAST 66 MTR BOX	4	160.942	643.77
3/4 BALL VLV FIP LW	2	63.587	127.17
1 BALL VLV FIP LW	2	97.458	194.92
2 BALL VLV FIP W/HANDLE	2	299.400	598.80
2 BALL VLV FIP LW	2	286.877	573.75
3/4 BALL MTR VLV FIP W/ HDL POINTED TO MTR	4	78.103	312.41
1 BALL MTR VLV FIP W/ HDL POINTED TO MTR	4	114.174	456.70
3/4 ANGLE BALL VLV PJ CTS	12	90.110	1081.32
1 ANGLE BALL MTR VLV PJ CTS	12	135.200	1622.40



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2 BALL MTR VLV FIP W/ HDL POINTED TO MTR	2	338.452	676.90
2 ANGLE BALL MTR VLV FIP	2	316.284	632.57
1 3000 LB BLK HALF CPLG THREADED	2	5.161	10.32
2 3000 LB BLK HALF CPLG THREADED	2	12.903	25.81
2X1 BRZ BUSHING	2	13.881	27.76
1 BRZ CPLG	2	5.425	10.85
2 BRZ CPLG	2	18.965	37.93
3/4 BRZ CPLG	2	3.569	7.14
1 BRZ 90	2	6.809	13.62
2 BRZ 90	2	22.006	44.01
3/4 BRZ 90	2	4.417	8.83
1X2 BRZ NIPPLE	2	3.565	7.13
1XCLO BRZ NIPPLE	2	2.889	5.78
2X3 BRZ NIPPLE	2	10.756	21.51
2X4 BRZ NIPPLE	2	14.072	28.14
2X6 BRZ NIPPLE	2	20.775	41.55
2XCLO BRZ NIPPLE	2	8.631	17.26
3/4X1-1/2 BRZ NIPPLE	2	2.155	4.31
3/4X2 BRZ NIPPLE	2	2.468	4.94
3/4X2-1/2 BRZ NIPPLE	2	2.942	5.88
3/4X4 BRZ NIPPLE	2	4.306	8.61
3/4X5 BRZ NIPPLE	2	5.169	10.34
3/4XCLO BRZ NIPPLE	2	1.960	3.92
2 BRZ PLUG	2	10.188	20.38
3/4 ADAPTER FIPXPJ CTS	4	18.723	74.89
1 ADAPTER FIPXPJ CTS	4	25.406	101.63
3/4X2 MTR CPLG	6	11.561	69.37
3/4X2-3/4 MTR CPLG	6	12.877	77.26
1X2 MTR CPLG	6	17.297	103.78
1X2-5/8 MTR CPLG	6	17.794	106.76
3/4 CPLG PJ CTS	4	21.677	86.71
1 CPLG PJ CTS	4	24.794	99.17
2 CPLG PJ CTS	2	112.006	224.01
3/4 ADAPTER MIPXPJ CTS	4	17.794	71.17
3/4X1 ADAPTER MIPXPJ CTS	4	19.710	78.84
1 ADAPTER MIPXPJ CTS	4	21.077	84.31
2 ADAPTER MIPXPJ CTS	2	84.135	168.27
1-1/2 MTR FLG FIP	4	51.452	205.81





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2 MTR FLG FIP	4	67.181	268.72
1-1/2 MTR FLG MIP	2	55.587	111.17
2 MTR FLG MIP	2	74.161	148.32
2 K SOFT COPPER TUBING 20FT LENGTH	60 ft	13.185	791.07
3/4 K SOFT COPPER TUBING 60FT COIL	120 ft	3.366	403.97
1 K SOFT COPPER TUBING 60FT COIL	180 ft	4.388	789.91
1 CORP CCXPJ CTS	2	75.535	151.07
4X1 IP IRON SADDLE 474-526	1	29.703	29.70
6X1 IP IRON SADDLE 600-663	1	36.645	36.65
3/4 CORP IPXPJ CTS	12	57.439	689.26
1 CORP IPXPJ CTS	12	75.535	906.43
6X1 IP IRON SADDLE 684-760	1	36.645	36.65
6X2 IP IRON SADDLE 684-760	1	44.632	44.63
8X1 IP IRON SADDLE 899-979	1	40.116	40.12
8X2 IP IRON SADDLE 899-979	1	50.052	50.05
2 BALLCORP CCXPJ CTS	1	279.987	279.99
2 BALLCORP IPXPJ CTS	2	279.987	559.97
3/4 BALLCORP IPXIP	2	49.523	99.05
1 BALLCORP IPXIP	2	65.690	131.38
2 BALLCORP MIPXMIP	4	264.929	1059.72
1-1/2 ANGLE MTR VLV FIP	2	179.987	359.97
2 ANGLE MTR VLV FIP	2	250.103	500.21
2 ANGLE MTR VLV PJ CTS	2	287.452	574.90
1 BRASS 45	2	7.448	14.90
2 BRASS 45	2	24.213	48.43
3/4 BRASS 45	2	4.417	8.83
1 BRASS 90	2	6.809	13.62
1-1/2 BRASS 90	2	13.521	27.04
2 BRASS 90	2	22.006	44.01
4 BRASS 90	2	158.413	316.83
3/4 BRASS 90	2	4.417	8.83
1X3/4 BRASS BUSHING	2	3.569	7.14
2X3/4 CI BRASS BUSHING	2	13.881	27.76
2X1 CI BRASS BUSHING	2	13.881	27.76
2X1-1/2 BRASS BUSHING	2	11.520	23.04
1 BRASS CAP	2	4.463	8.93
1-1/2 BRASS CAP	2	9.165	18.33
2 BRASS CAP	2	15.554	31.11



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1/2 BRASS CAP	2	2.156	4.31
3/4 BRASS CAP	2	2.852	5.70
1 BRASS CPLG	2	5.425	10.85
1-1/2 BRASS CPLG	2	11.520	23.04
2 BRASS CPLG	2	18.965	37.93
3/4 BRASS CPLG	2	3.569	7.14
1X3 BRASS NIPPLE	4	4.788	19.15
1X6 BRASS NIPPLE	4	9.183	36.73
1X8 BRASS NIPPLE	4	12.244	48.98
1X10 BRASS NIPPLE	4	15.155	60.62
1X12 BRASS NIPPLE	4	18.074	72.29
1XCLO BRASS NIPPLE	4	2.889	11.56
2X4 BRASS NIPPLE	4	14.072	56.29
2X6 BRASS NIPPLE	4	20.775	83.10
2X12 BRASS NIPPLE	4	40.937	163.75
2XCLO BRASS NIPPLE	4	8.631	34.52
3/4X2-1/2 BRASS NIPPLE	4	2.942	11.77
3/4X3 BRASS NIPPLE	4	3.301	13.20
3/4X4 BRASS NIPPLE	4	4.306	17.22
3/4X6 BRASS NIPPLE	4	6.289	25.16
3/4X8 BRASS NIPPLE	4	8.299	33.20
3/4X10 BRASS NIPPLE	4	10.129	40.52
3/4X12 BRASS NIPPLE	4	12.053	48.21
3/4XCLO BRASS NIPPLE	4	1.960	7.84
1 BRASS PLUG	2	3.405	6.81
1-1/2 BRASS PLUG	2	6.462	12.92
2 BRASS PLUG	2	10.188	20.38
1/2 BRASS PLUG	2	2.254	4.51
3/4 BRASS PLUG	2	2.583	5.17
1X3/4 BRASS RED	2	3.569	7.14
1 BRASS ST 90	2	9.510	19.02
1-1/2 BRASS ST 90	2	18.965	37.93
2 BRASS ST 90	2	32.156	64.31
3/4 BRASS ST 90	2	5.747	11.49
3/4 CURB STOP LW	4	72.839	291.35
1 CURB STOP LW	4	108.910	435.64
3/4 ANGLE VLV FIP	4	36.955	147.82
1X3/4 ANGLE VLV FIP	4	39.439	157.75



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1 ANGLE VLV FIP	4	56.658	226.63
3/4 ANGLE FLAIR	2	44.323	88.65
3/4 ANGLE VLV COPPER OLD STYLE	12	44.323	531.87
1 ANGLE VLV COPPER FLAIR	2	6.406	120.81
2 90 CPLG PJ CTS	2	233.768	467.54
1 LEAK REPAIR PLUG	25	10.694	267.35
3/8 LEAK REPAIR PLUG	15	4.774	71.61
1/2 LEAK REPAIR PLUG	15	4.774	71.61
5/8 LEAK REPAIR PLUG	15	5.031	75.46
3/4 LEAK REPAIR PLUG	15	9.548	143.23
4X1 CC DBL STRAP BRONZE SADDLE	1	104.348	104.35
6X1 CC DBL STRAP BRONZE SADDLE	1	122.916	122.92
8X1 CC DBL STRAP BRONZE SADDLE	1	152.123	152.12
10X1 CC DBL STRAP BRONZE SADDLE	1	188.452	188.45
12X1 CC DBL STRAP BRONZE SADDLE	1	220.555	220.55
4X2 CC DBL STRAP BRONZE SADDLE	1	132.471	132.47
6X2 CC DBL STRAP BRONZE SADDLE	1	154.406	154.41
8X2 CC DBL STRAP BRONZE SADDLE	1	174.342	174.34
10X2 CC DBL STRAP BRONZE SADDLE	1	222.290	222.29
12X2 CC DBL STRAP BRONZE SADDLE	1	253.245	253.25
4X1 CC DBL STN STL BRONZE SADDLE	1	123.239	123.24
6X1 CC DBL STN STL BRONZE SADDLE	1	145.148	145.15
8X1 CC DBL STN STL BRONZE SADDLE	1	179.665	179.66
10X1 CC DBL STN STL BRONZE SADDLE	1	222.594	222.59
12X1 CC DBL STN STL BRONZE SADDLE	1	247.471	247.47
4X2 CC DBL STN STL BRONZE SADDLE	1	148.645	148.65
6X2 CC DBL STN STL BRONZE SADDLE	1	173.239	173.24
8X2 CC DBL STN STL BRONZE SADDLE	1	195.587	195.59
10X2 CC DBL STN STL BRONZE SADDLE	1	249.406	249.41
12X2 CC DBL STN STL BRONZE SADDLE	1	284.181	284.18
1 FORD CORP STOP CSXGJ CTS	1	58.723	58.72
1 FORD BALL CORP STOP CSXGJ CTS	1	61.581	61.358
1 FORD CORP STOP IPXGJ CTS	1	61.581	61.58
2 FORD BALLCORP IPXGJ CTS	1	228.252	228.25
1 FORD ANGLE MTR VLV GJ CTS	1	64.671	64.67
2 FORD ANGLE MTR VLV GJ CTS	1	287.452	287.45
FORD MTR ADPTR 5/8X3/4 TO 1	1	11.320	11.32
1 FORD BALL METER VLV FIP WITH HANDLE	1	114.174	114.17



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2 FORD BALL MTR VLV FIP WITH HANDLE	1	338.452	338.45
<b>SUBTOTAL</b>			<b>\$30,283.32</b>
<b>GROUP 6: PIPE PRODUCTS</b>	<b>QTY</b>	<b>PRICE</b>	<b>TOTAL</b>
4 CENTER RING 5" LENGTH	4	43.862	175.45
6 CENTER RING 5" LENGTH	4	50.890	203.56
8 CENTER RING 5" LENGTH	4	65.192	260.77
10 "A" CENTER RING 6" LENGTH	4	86.733	246.93
10 "AB" CENTER RING 6" LENGTH	2	86.733	173.47
10 "B" CENTER RING 6" LENGTH	2	86.733	173.47
12 "A" CENTER RING 6" LENGTH	2	104.123	208.25
12 "AB" CENTER RING 6" LENGTH	2	104.123	208.25
12 "B" CENTER RING 6" LENGTH	2	104.123	208.25
4 RED END RING	4	16.030	64.12
4 BLK END RING	4	16.030	64.12
6 RED END RING	4	27.699	110.80
6 BLK END RING	4	27.699	110.80
8 RED END RING	4	34.017	136.07
8 BLK END RING	4	34.017	136.07
10 RED END RING	4	39.147	156.71
10 BLK END RING	4	39.177	156.71
12 RED END RING	4	47.065	188.26
12 BLK END RING	4	47.065	188.26
10X12 SS REPAIR CLAMP 995-1035	6	283.310	1429.86
10X8 SS REPAIR CLAMP 995-1035	6	151.794	910.76
10X12 SS REPAIR CLAMP 1070-1110	4	238.310	953.24
10X8 SS REPAIR CLAMP 1070-1110	4	151.794	607.17
10X12 SS REPAIR CLAMP 1104-1144	4	238.310	953.24
10X8 SS REPAIR CLAMP 1104-1144	4	151.794	607.17
12X12 SS REPAIR CLAMP 1210-1250	4	275.987	1103.95
12X8 SS REPAIR CLAMP 1210-1250	4	172.555	690.22
12X12 SS REPAIR CLAMP 1270-1310	4	275.987	1103.95
12X8 SS REPAIR CLAMP 1270-1310	4	172.555	690.22
12X12 SS REPAIR CLAMP 1315-1355	4	275.987	1103.95
4X12 SS REPAIR CLAMP 400-425	4	107.419	429.68
4X8 SS REPAIR CLAMP 400-425	4	74.232	296.93
4X12 SS REPAIR CLAMP 445-485	4	124.994	499.97



**City of Azusa**  
**Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks**  
**Materials and Fittings**

4X8 SS REPAIR CLAMP 445-485	4	78.090	312.36
4X12 SS REPAIR CLAMP 474-514	4	124.994	499.97
4X8 SS REPAIR CLAMP 474-514	4	78.090	312.36
6X12 SS REPAIR CLAMP 595-635	6	150.245	901.47
6X8 SS REPAIR CLAMP 595-635	6	93.987	563.92
6X12 SS REPAIR CLAMP 660-700	4	150.245	600.98
6X8 SS REPAIR CLAMP 660-700	4	93.987	375.95
6X12 SS REPAIR CLAMP 684-724	4	150.245	600.98
6X8 SS REPAIR CLAMP 684-724	4	93.987	375.95
8X12 SS REPAIR CLAMP 795-835	6	176.671	1060.03
8X8 SS REPAIR CLAMP 795-835	6	110.194	661.16
8X12 SS REPAIR CLAMP 860-900	4	176.671	706.68
8X8 SS REPAIR CLAMP 860-900	4	110.194	440.77
8X12 SS REPAIR CLAMP 900-940	4	176.671	706.68
8X8 SS REPAIR CLAMP 900-940	4	110.1964	440.77
12X16 SS REPAIR CLAMP 1371-1451	2	503.897	1007.79
3/4X3 WRAP CLAMP 105	4	25.665	102.66
1X3 WRAP CLAMP 132	4	27.174	108.70
2X3 WRAP CLAMP 238	4	31.148	124.59
4 380-405 RANGE GASKET	4	6.615	26.46
4 406-431 RANGE GASKET	4	66.15	26.46
4 450-470 RANGE GASKET	4	6.615	26.46
4 480-500 RANGE GASKET	4	6.615	26.46
4 474-510 RANGE GASKET	4	6.615	26.46
6 580-610 RANGE GASKET	4	9.405	37.62
6 605-630 RANGE GASKET	4	9.405	37.62
6 655-676 RANGE GASKET	4	9.405	37.62
6 690-710 RANGE GASKET	4	9.405	37.62
6 686-720 RANGE GASKET	4	9.405	37.62
8 780-810 RANGE GASKET	4	14.055	56.22
8 805-830 RANGE GASKET	4	14.055	56.22
8 855-875 RANGE GASKET	4	14.055	56.22
8 905-930 RANGE GASKET	4	14.055	56.22
8 899-940 RANGE GASKET	4	14.055	56.22
10 980-1010 RANGE GASKET	4	29.182	116.73
10 1070-1100 RANGE GASKET	4	29.182	116.73
10 1089-1140 RANGE GASKET	4	29.182	116.73
12 1181-1210 RANGE GASKET	4	37.316	149.26



**City of Azusa**  
**Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks**  
**Materials and Fittings**

12 1225 RANGE GASKET	4	37.316	149.26
12 1265-1295 RANGE GASKET	4	37.316	149.26
12 1315-1355 RANGE GASKET	4	37.316	149.26
3/4 STD X 3 SNAP ON CLAMP 105	4	15.110	60.44
1 STD X 3 SNAP ON CLAMP 132	4	8.206	32.83
1-1/4 X 3 SNAP ON CLAMP 166	4	8.503	34.01
1-1/2 X 3 SNAP ON CLAMP 190	4	9.097	36.39
1-1/2 X 6 SNAP ON CLAMP 190	4	17.148	68.59
2 STD X 3 SNAP ON CLAMP 238	4	9.948	39.79
2 STD X 6 SNAP ON CLAMP 238	4	18.000	72.00
3 STD X 3 SNAP ON CLAMP 350	4	13.019	52.08
4 OD X 3 SNAP ON CLAMP 400	4	14.065	56.26
4 STD X 3 SNAP ON CLAMP 450	4	15.084	60.34
4 STD X 6 SNAP ON CLAMP 450	4	28.000	112.00
6 OD X 3 SNAP ON CLAMP 600	4	17.729	70.92
6 STD X 3 SNAP ON CLAMP 663	4	18.000	72.00
5/8X10-1/2 TRACKHEAD B/N	24	9.906	237.74
5/8X8 TRACKHEAD B/N	24	8.475	203.40
4X4 FORD STN STL TAPPING SLV 4.80-5.10	0	648.065	648.06
6X4 FORD STN STL TAPPING SLV 6.90- 7.30	0	675.368	675.37
6X6 FORD STN STL TAPPING SLV 6.90-7.30	0	769.523	769.52
8X4 FORD STN STL TAPPING SLV 9.05-9.45	0	699.265	699.26
8X6 FORD STN STL TAPPING SLV 9.05-9.45	0	777.716	777.72
8X8 FORD STN STL TAPPING SLV 9.05-9.45	0	966.245	966.25
10X4 FORD STN STL TAPPING SLV 11.05-11.45	0	759.419	759.42
10X6 FORD STN STL TAPPING SLV 11.05-11.45	0	824.800	824.80
10X8 FORD STN STL TAPPING SLV 11.05-11.45	0	1045.819	1045.82
10X8 FORD STN STL TAPPING SLV 11.05-11.45	0	1045.819	1045.82
10X10 FORD STN STL TAPPING SLV 11.05-11.45	0	1733.045	1733.05
12X4 FORD STN STL TAPPING SLV 13.10-13.50	0	898.503	898.50
12X6 FORD STN STL TAPPING SLV 13.10-13.50	0	988.516	988.52
12X8 FORD STN STL TAPPING SLV 13.10-13.50	0	1195.213	1195.21
12X10 FORD STN STL TAPPING SLV 13.10-13.50	0	1882.465	1882.46
12X12 FORD STN STL TAPPING SLV 13.10-13.50	0	2242.619	2242.62
<b>SUBTOTAL</b>			<b>\$44,464.32</b>



City of Azusa  
Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks  
Materials and Fittings

GROUP 7: AIR VALVES	QTY	PRICE	TOTAL
1 361-CAV564 COMBINATION AIR VALVE	1	500.439	500.44
2 362-CAV332 COMBINATION AIR VALVE	1	760.568	760.57
SUBTOTAL			\$1,261.01
GROUP 8: MISCELLANEOUS	QTY	PRICE	TOTAL
16 OZ 14D PERMATEx THREAD SEALANT	4	13.819	55.28
6FT 17LB DIGGING BAR	1	110.961	110.96
RAZOR-BACK LNG HDL SQ PT SHOVEL	1	45.926	45.93
RAZOR-BACK LITTLE HOG SHOVEL	1	15.613	15.61
RAZOR-BACK LNG HDL RD PT SHOVEL	1	45.406	45.41
UNION DRAIN SPADE SHOVEL	1	38.865	38.86
3 BOLTED CPLG	1	92.387	92.39
3 BOLTED CPLG	1	92.387	92.39
16 INDUSTRIAL ST BROOM 60" HANDLE	1	36.826	36.83
4X50 PROTECTO WRAP	1	23.948	23.95
10.3 OZ CARTRIDGE PL PREMIUM	1	17.213	17.21
10-12 B/N SET 150# FLG	4	19.277	77.11
4 B/N SET 150# FLG	8	4.684	37.47
6-8 B/N SET 150# FLG	8	7.419	59.35
6FT 25LB DIGGING BAR	1	110.961	110.96
3 RING GASKET 1/16 NON-ASBESTOS	4	0.800	3.20
4 RING GASKET 1/16 NON-ASBESTOS	8	1.161	9.29
6 RING GASKET 1/16 NON-ASBESTOS	8	1.368	10.94
8 RING GASKET 1/16 NON-ASBESTOS	8	3.200	25.60
10 RING GASKET 1/16 NON-ASBESTOS	4	4.155	16.62
12 RING GASKET 1/16 NON-ASBESTOS	4	6.181	24.72
MULTI-PURPOSE LUBRICANT 16-OZ	1	3.381	3.38
MARKING PAINT BLUE 20-OZ	12	5.694	68.33
MARKING PAINT FLUOR GREEN 20-OZ	4	6.086	24.35
MARKING PAINT RED 20-OZ	4	4.372	17.49
MARKING PAINT WHITE 20-OZ	12	6.086	73.04
MARKING PAINT YELLOW 20-OZ	4	6.086	24.35
8 SCH40 PVC PIPE	60	7.303	438.19
BLUE MEDIUM BODIED FAST SETTING GLUE 1 PT	2	11.701	23.40
1 REDWOOD PLUG	10	2.568	25.68
2 REDWOOD PLUG	4	5.613	22.45



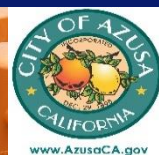


**City of Azusa**  
**Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks**  
**Materials and Fittings**

3/4 REDWOOD PLUG	24	2.077	49.86
THD COMPOUND TEFLON	4	34.179	136.72
1/2X520 TEFLON PIPE TAPE	10	0.535	5.35
UTILITY MARKER BLUE W/AMBER V	60	22.155	1329.29
UTILITY MARKER YELLOW W/RED V	60	22.155	1329.29
6 64 CI GATE CAP MARKED "WATER"	8	19.355	154.84
8 86 CI GATE CAP MARKED "WATER"	12	23.226	278.71
6X12 GALV VLV BOX TOP	18	9.626	173.26
8X12 GALV VLV BOX TOP	18	10.594	190.68
5/8X2-1/2 ZINC PLATED B/N	100	2.890	289.03
BITUMASTIC PIPE COATING (GALLON)	4 gal	42.906	171.62
<b>SUBTOTAL</b>			<b>\$5,779.39</b>
<b>SUBTOTAL</b>			<b>\$143,527.59</b>
<b>TAX</b>			<b><u>\$13,635.12</u></b>
<b>GRAND TOTAL</b>			<b>\$157,162.71</b>



ISS FOR WATERWORKS  
MATERIAL & FITTINGS



## SECTION F

# FACTORS DEEMED RELEVANT AND APPLICABLE



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

- 1. Experience on similar projects, including the agency/company, contact person and telephone number.**  
As outlined in our proposal, United Water Works has over 11 years of experience in ISS systems. The requirements of the proposal match the operating procedures in which we implemented with our branch locations.
- 2. Resumes of the key personnel who may be assigned to this project, including specifics of experience on similar projects**

### **KEY TEAM MEMBERS**

#### **Jerry Canada – Product Specialist / President & CEO**

**Project Specialist:** Jerry will serve as the product specialist that will assist in overseeing the supplied material, deliverables, and customer service of the team exceed the expectations of ALW. Jerry will also serve as a point of contact for emergency services.

**Experience:** Jerry has played an integral part of the success of United Water Works. Starting with the company in 1988 his knowledge of waterworks material is immeasurable.

### **RESUME:**

Mr. Canada possesses over 30 years of experience in underground utilities. During his career he has been a part of every role in the company. This experience equips him with the knowledge of knowing the importance of customer service, the quality of products delivered and the expertise of running a successful business as the President and CEO.

### **KEY TEAM MEMBERS**

#### **Walter Vickery – Purchasing & Inventory Manager**

**Purchasing/Inventory:** Walter will serve as the purchasing and inventory manager that will assist in the purchasing of supplied materials to ALW and adhering to ALW's delivery schedule needs. Walter will also oversee the delivery and maintenance of the supplied on-site forklift. Walter



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

will also serve as a point of contact for emergency services.

### **Experience:**

Walter brings over 30 years of experience with product inventory and product purchasing. This experience proves valuable in understanding competitive pricing structures and purchasing power.

### **RESUME:**

Mr. Vickery has over 30 years of experience in the purchasing and inventory control of waterworks material. Having managed over 20 million of dollars' worth of material he manages stock levels to a successful rotation procedure. By managing the purchasing contracts, incentives and rebates his expertise as an inventory control specialist has created an efficient utilization plan.

## **KEY TEAM MEMBERS**

### ***David Alcala – Project Manager***

#### **Project Manager:**

David will serve as ALW project manager. He will be your main point of contact for material ordering questions and coordination of product deliveries. David will also serve as a point of contact for emergency services.

#### **Experience:**

David brings 10 years of experience in municipal sales. David manages all of our municipal customers. Having fostered great working relationships with many water municipalities and districts, David has gained a vast knowledge of government requirements.

### **RESUME:**

Mr. Alcala brings over 10 years of experience in municipal underground utilities sales. He serves as our main point of contact for all over our municipal customers. His intimate knowledge of each cities requirements has given our clients the trust in his abilities to ensure their orders are accurate. This knowledge has given him a keen sense of knowing what material can save the district money while maintaining quality and meeting the municipalities requirements.



## **KEY TEAM MEMBERS**

### ***Danielle Jacobs – Operations Implementation***

**Operations Manager:** Danielle will serve as the day to day trouble shooting contact. Helping to implement the ISS system, she will be your contact for any issues that arise in the Stockroom system.

**Experience:** Danielle brings over 20 years of experience in customer service. She has worked to implement many programs with various government agencies. Her knowledge of working with staff has given her the ability to deliver successful programs.

## **RESUME:**

Mrs. Jacobs brings over 20 years of experience in customer service and with municipalities. Her knowledge in implementation of new programs and working with municipal customers has proved valuable. Using her computer knowledge, she has implemented cost savings and time efficient programs to assist in a smoother business process.

### **3. List of sub-consultants to be used and the items of work to be performed**

We are not proposing to use sub-consultants

### **4. Resume of key personnel and experience for each**

See above

### **5. Requested Exceptions or Revisions to the Sample Agreement**

United Water Works acknowledges the Waterworks Material Purchase Agreement and General Terms and Conditions with no proposed revisions.

### **6. City of Azusa Business License**

United Water Works agrees to the terms and conditions to possess a valid City of Azusa business license.



# Attachment 1

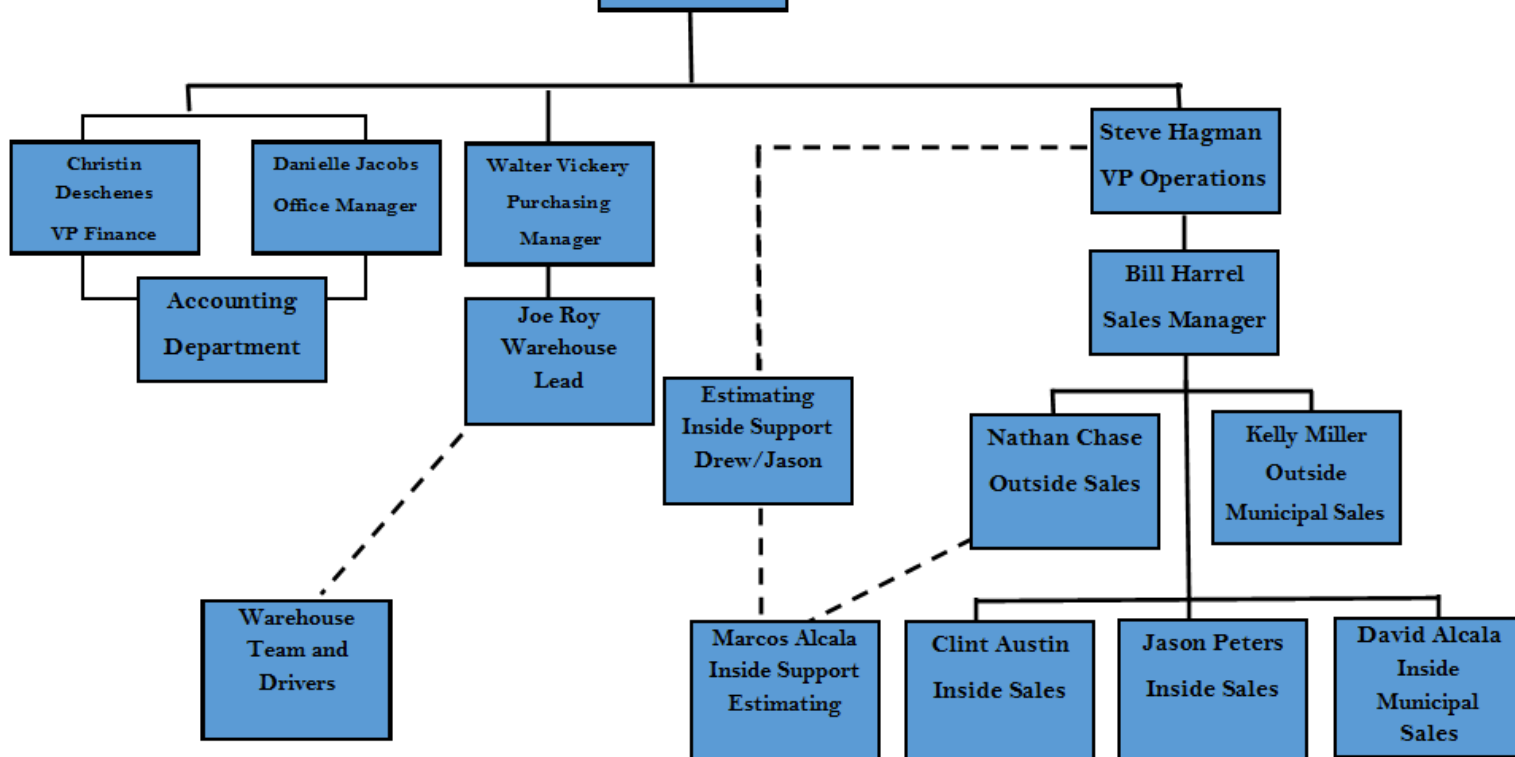
## Company Organizational Chart



**City of Azusa**  
**Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks**  
**Materials and Fittings**



**Jerry Canada**  
President







## Attachment 2

### Bank Reference Letter



**City of Azusa  
Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks  
Materials and Fittings**



April 15, 2020

RE: United Water Works

To Whom It May Concern,

United Water Works has a lending and deposit relationship with TAB Bank that began on February 6, 2017. United Water Works's accounts have been in satisfactory standing since establishing their accounts at TAB Bank.

Please let me know if you have any additional questions via email at [jeremyn.kitchen@tabbank.com](mailto:jeremyn.kitchen@tabbank.com).

Sincerely,

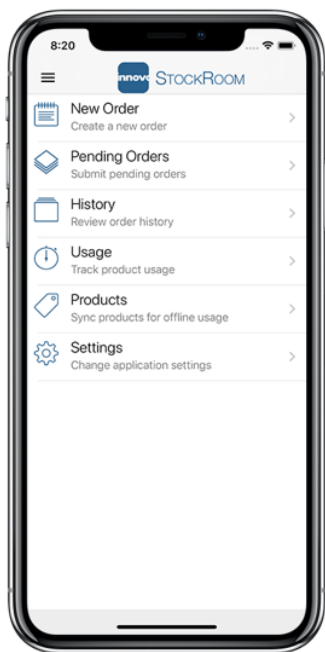
*Jeremyn Kitchen*

Jeremyn Kitchen  
AVP Portfolio Manager



# Attachment 3 ISS System Stockroom Visuals

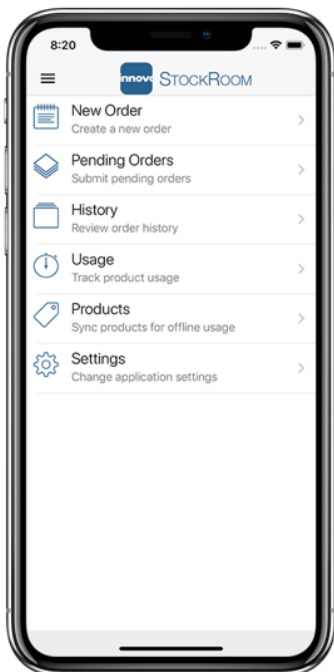
## StockRoom



- Auto creates orders in Eclipse
- Access multiple ship-to customers
- Access products, pricing, availability
- Customer Configurable:
  - Specific ship to or ship to's
  - Access entire product file or limit to customer specific part numbers
  - See pricing & availability
  - Order by qty or based on min/max
- Real-time or off-line

**innovo**

## StockRoom

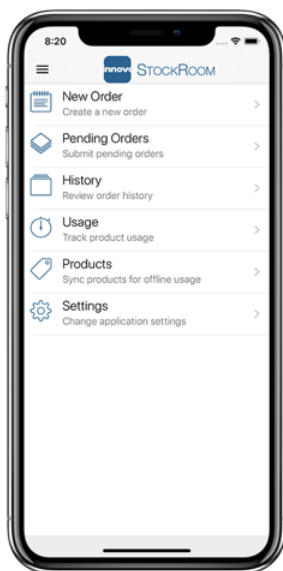


- **Orders mode** – enter desired order quantity or in usage mode - replenish products used
- **Stock Levels mode** - replenishes when on-hand inventory is below min back to max
- **Cycle Count mode** – creates a report of on-hand inventory, updates levels in Eclipse but does not create an order
- **Returns mode** – creates credit sales order in Eclipse

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## StockRoom Consignment

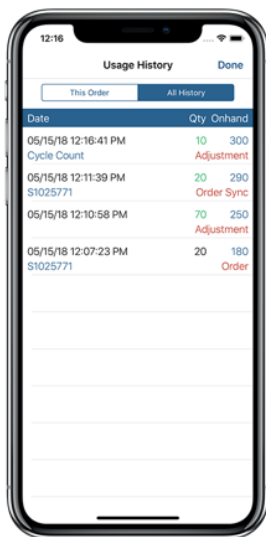


### Customer Usage: Orders Mode

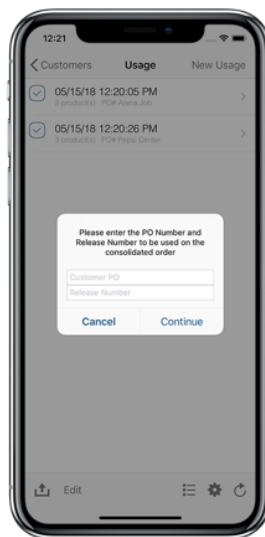
- Creates Consignment Billing for any product quantity changes in Eclipse
- Suggested Consignment Auto Transfer / Consignment Transfer Queue
  - \* products below min replenish to max
- United Water Works employee periodically counts inventory via StockRoom / stock-levels - bill or credit discrepancies



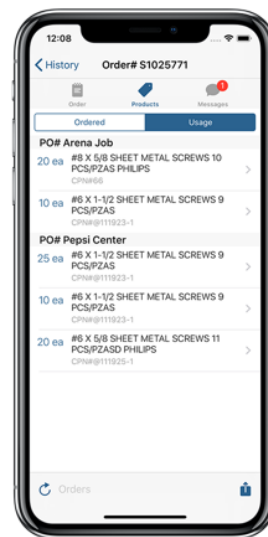
## Customer Usage & Job Tracking



Customers can order what they use or keep track of on-hands and replenish based on a min/max



Order Consolidation allows your customer to keep track of product by job but only submit a single order to Eclipse



Order details are broken down by individual job and can be emailed from the device in an Excel format



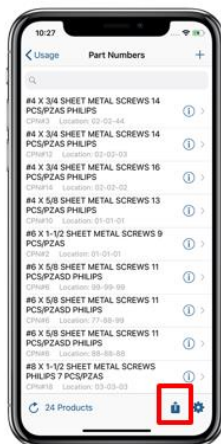
# City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings

## Job Usage Report

Customer PO#							Arena Job									
Qty	UOM	Part Number	Description	Location	Ext. Price											
2	ea	1	LABOR													
2	ea	6	#6 X 5/8 SHEET METAL SCREWS 11 PCS/PZASD PHILIPS	77-88-99	\$1.84											
2	EA	12	#4 X 3/4 SHEET METAL SCREWS 14 PCS/PZAS PHILIPS	02-02-03	\$1.90											
9	EA	10	#4 X 5/8 SHEET METAL SCREWS 13 PCS/PZAS PHILIPS	01-01-01	\$8.46											
Customer PO#							Court Job									
Qty	UOM	Part Number	Description	Location	Ext. Price											
3	ea	1	LABOR													
4	EA	18	#8 X 1-1/2 SHEET METAL SCREWS PHILIPS 7 PCS/PZAS	03-03-03	\$3.92											
1	ea	14	#4 X 3/4 SHEET METAL SCREWS 16 PCS/PZAS PHILIPS	02-02-02	\$0.96											
4	ea	8	#8 X 1/2 SHEET METAL SCREWS 12 AAA PCS/PZAS PHILIPS	99-99-99	\$3.72											
2	EA	10	#4 X 5/8 SHEET METAL SCREWS 13 PCS/PZAS PHILIPS	01-01-01	\$1.88											
Customer PO#							Municipal Job									
Qty	UOM	Part Number	Description	Location	Ext. Price											
5	ea	1	LABOR													
2	ea	14	#4 X 3/4 SHEET METAL SCREWS 16 PCS/PZAS PHILIPS	02-02-02	\$1.92											
2	ea	8	#8 X 1/2 SHEET METAL SCREWS 12 AAA PCS/PZAS PHILIPS	99-99-99	\$1.86											
1	ea	6	#6 X 5/8 SHEET METAL SCREWS 11 PCS/PZASD PHILIPS	77-88-99	\$0.92											
4	EA	12	#4 X 3/4 SHEET METAL SCREWS 14 PCS/PZAS PHILIPS	02-02-03	\$3.80											

## Export Customer Part Numbers

- Export all customer part numbers including any on-hand values



Customer	Generated	Product ID	Part Number	Product Description	Location	Min	Max	On Hand
MAPLETON HARDWARE INC.	06/01/18 10:27:46 AM	111909	14	#4 X 3/4 SHEET METAL SCREWS 16 PCS/PZAS PHILIPS	02-02-02	25	50	50
		111910	16	#8 X 1-1/4 SHEET METAL SCREWS 8 PCS/PZAS PHILIPS	03-03-03	25	50	50
		111917	10	#4 X 5/8 SHEET METAL SCREWS 13 PCS/PZAS PHILIPS	01-01-01	25	50	50
		111937	28	RED HEAD SLEEVE ANCHOR 3/8 X 1 7/8	04-04-04	25	50	50
		111933	20	RED HEAD SLEEVE ANCHOR 3/8 X 3"	03-03-03	25	50	50
		111931	18	#8 X 1-1/2 SHEET METAL SCREWS PHILIPS 7 PCS/PZAS	03-03-03	25	50	50
		111934	22	RED HEAD DROP-IN ANCHOR 1/2 X 3/4"	03-03-03	25	50	50
		111934	2	#8 X 5/8 SHEET METAL SCREWS 10 PCS/PZAS PHILIPS	01-01-01	25	50	50
		111935	24	RED HEAD DROP-IN ANCHOR 1/2 X 1 1/4"	03-03-03	25	50	50
		111933	2	#8 X 1-1/2 SHEET METAL SCREWS 9 PCS/PZAS	01-01-01	25	50	50
		111934	28	RED HEAD DROP-IN ANCHOR 1/2 X 5/8"	03-03-03	25	50	50
		111944	50	WATTS NYLON HOSE BAND A-2H	11-22-33	25	50	50
		111934	40	1" EXPRESS LOW LEAD C x F	11-22-33	25	50	50
		111938	12	#4 X 3/4 SHEET METAL SCREWS 14 PCS/PZAS PHILIPS	02-02-03	25	50	50
		111925	5	#8 X 5/8 SHEET METAL SCREWS 11 PCS/PZASD PHILIPS	88-88-88	25	50	50
		111928	5	#4 X 3/4 SHEET METAL SCREWS 14 PCS/PZAS PHILIPS	02-02-04	25	50	50
		23099	26	40 GAL. ELECTRIC JARV 4000 WATTS SHORT	11-22-11	25	50	50
		23099	1	LIQUIDITE FITTING	C/BA	25	50	50
		111935	5	#8 X 5/8 SHEET METAL SCREWS 11 PCS/PZASD PHILIPS	99-99-99	25	50	50
		23098	50	1/2" - 3/4" 55 HOSE CLAMP DEAL	22-11-22	25	50	50
		111926	5	#8 X 1-1/2 SHEET METAL SCREWS 12 AAA PCS/PZAS PHILIPS	99-99-99	25	50	50
		111925	5	#8 X 5/8 SHEET METAL SCREWS 11 PCS/PZASD PHILIPS	77-88-99	25	50	50
		111930	99	LABOR HOURS		0	5	5
		103847	24	4" FLEX FLEX CPVC F/CL PLST COP STL OR LEAD FERNCO	11-22-11	25	50	50

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# Attachment 4

## Employee Handbook





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# Employee Handbook

Revised January- 2020

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United Water Works, Inc.  
1313 Hunter Ave – Santa Ana, CA 92705  
[www.unitedwaterworks.com](http://www.unitedwaterworks.com)



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## **General Employment Policies**

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### ***Introductory Statement***

Welcome! As an employee of United Water Works, Inc., ("United Water Works," or the "Company"), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

We have been in the waterworks business for over 30 years. Our staff consists of the best trained, most experienced professionals in the industry. United Water Works represents every major water works manufacturer in the industry. We value our relationship with our manufacturers as they provide the high-quality products we need to serve our customers' needs.

This employee handbook is intended to explain the terms and conditions of employment of all employees, managers and supervisors. Written employment contracts between United Water Works and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. The Controller/Office Manager will be happy to answer any questions you may have.

This Handbook applies to all Employees of United Water Works.

### ***Right to Revise***

This employee handbook contains the employment policies and practices of United Water Works in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the President, Jerry Canada.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

### ***At-Will Employment Status***

The Company's employees are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice, at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment.



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President, Jerry Canada of United Water Works has the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

### ***Immigration Compliance***

United Water Works will comply with applicable federal immigration laws. As a condition of employment, every individual must complete the Employment Eligibility Verification form (I-9 Form) and, within three (3) days, present documentation that establishes identity and employment eligibility to work in the United States. Failure to do so will result in termination of employment. Any employee whose right to work in the United States expires must recertify their right to work in the U.S. on the I-9 Form in advance of the expiration of the authorization.

### ***Harassment, Discrimination and Retaliation Prevention***

United Water Works is an equal opportunity employer. United Water Works is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation
- National origin (including language use restrictions and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law [Vehicle Code section 12801.9])
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Any other basis protected by federal, state or local law or ordinance or regulation

United Water Works also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

**All such conduct violates Company policy.**



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

### **Harassment Prevention**

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire. Prohibited harassment is not just sexual harassment but harassment based on any protected category.

### **Non-Discrimination**

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, United Water Works is not obligated to disclose the wages of other employees.

### **Anti-Retaliation**

We encourage all employees to raise any concerns of harassment or discrimination to our attention as soon as possible, by bringing it to the Controller/Office Manager, Christin Deschenes, even if you are not the subject of the complaint. The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

### **Reasonable Accommodation**

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.





## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact their Manager to request such an accommodation and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact their Manager to request such an accommodation and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

### **Complaint Process**

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to the Controller/Office Manager, Christin Deschenes, as soon as possible after the incident. If you need assistance with your complaint, contact the Controller/Office Manager. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Managers must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Controller/Office Manager of the Company so the Company can try to resolve the complaint.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.



## **Employment Status**

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### ***Exempt Employees***

Exempt employees are those whose job assignments meet the Federal and State requirements for exemption from overtime, meals, and rest period regulations. Exempt employees are compensated on a salary basis.

### ***Non-Exempt Employees***

Non-Exempt employees are paid hourly, subject to daily timekeeping requirements and are eligible for overtime compensation in accordance with state and federal Wage and Hour laws.

### ***Full-Time Employees***

Regular full-time employees are those who are scheduled for and do work 40 hours or more per week. Regular full-time employees are eligible for most employee benefits described in this handbook. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law.

### ***Part-Time Employees***

Part-time employees work fewer than 40 hours a week, as directed by Management. Employees who regularly work fewer than 40 hours per week will not be eligible to participate in health or other benefits stated herein, unless mandated by applicable law.

### ***Inactive Status***

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status. Unless health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Employees on inactive status may be eligible under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to elect to continue their health care coverage at the employee's expense.

Contact the Controller/Office Manager for more information.

### ***Job Duties***

Your Manager will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional work is expected.

United Water Works reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.



## **Benefits**

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### ***Benefits Overview***

United Water Works is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time or part-time, for example) and on length of continuous employment with the Company. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may contact the Controller/Office Manager.

The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

### ***Holidays***

For the current calendar year, the Company observes the following holidays, which are paid for full-time employees:

<b>Holiday</b>	<b>Date</b>
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25

In addition to the holidays listed above, employees will also receive 1 floating holiday, to be applied as desired. You must work with your Manager to schedule the floating holiday.

Holiday observance will be announced in advance. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday, respectively. However, the Company may grant another day off in lieu of closing. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor.

If an observed holiday occurs on your scheduled work day, you will be paid at your regular rate of pay, for the regularly scheduled amount of time you work. If an observed holiday occurs during your scheduled paid time off, full-time employees will be paid for the observed holiday and not charged with a Vacation day for the day the holiday is observed. If an employee is on a leave of absence for any reason or is taking time off without pay, the employee is ineligible for paid holiday benefits, unless otherwise required by law.



## City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings

### **Vacation**

United Water Works, Inc provides paid vacation benefits to all regular, full-time employees, to provide opportunities for rest, relaxation and personal pursuits. Employees will begin to accrue vacation time each pay period upon hire and may begin to use the time after completion of 90 days of employment. Vacation time can be used in minimum increments of 4 hours.

Vacation time is provided to eligible employees as follows:

Length of Service	Accrual per Pay Period	Annual Amount	Maximum Vacation Cap
0 - 36 months	1.54 hours	40 hours (5 days)	60 hours (7.5 days)
36-60 months	3.08 hours	80 hours (10 days)	120 hours (15 days)
60 – 120 months	4.62 hours	120 hours (15 days)	180 hours (22.5 days)
120 months or more	6.15 hours	160 hours (20 days)	240 hours (30 days)

United Water Works encourages employees to use their Vacation time to help provide better work/life balance. Unused Vacation time may be carried over to the following calendar year, to the maximum Vacation cap amount. In order to allow the employee "reasonable time" to use their accrued vacation benefits, the maximum vacation accrual benefit that an employee may have at any time can equal one and one-half (1.5) year's (or 18 months) worth at the employee's current annual vacation time amount.

For example, an employee with 7 years of service earns 120 hours (15 days) of vacation in a year. If left completely unused, the employee would be allowed to continue to accrue up to 180 hours (22.5 days), at which point accruals will freeze and not increase until the employee starts to use vacation time.

Employees must request approval from their Manager for scheduled vacations in writing at least 30 days in advance. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. To balance business needs, employees cannot take more than two weeks off at one time. Vacation is paid at the employee's base rate of pay and does not factor into the calculation of overtime. If a company-recognized holiday falls during your approved Vacation, and you are eligible for holiday pay, you will receive holiday pay for the day. Employees are strongly discouraged from performing any work for the Company while taking approved Vacation, unless your Manager provides advance approval for an extenuating circumstance.

Employees will not accrue vacation when they are in an unpaid status, including during a leave of absence. Upon termination, eligible employees will be paid for unused Vacation.

#### **Required Use of Vacation before Unpaid Leave**

If you are taking an unpaid leave of absence, there are circumstances where you may be required to use your accrued and unused Vacation before having unpaid absences. It will depend on the type of leave you are taking and/or federal and state leave requirements.

If you are absent for a reason that qualifies you for Paid Family Leave (PFL) or because of a disability that qualifies you for State Disability Insurance (SDI) benefits, please contact the Controller/Office Manager to discuss coordination of your benefits.



## ***Paid Sick Leave***

California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act. Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time. If you have any questions about paid sick leave, please contact the Controller/Office Manager.

### **Eligible Employees**

All employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick time. However, employees are not eligible to apply paid sick time until they have worked for the Company for 90 days from their date of hire.

### **Sick Pay Amount**

United Water Works will provide eligible employees with five days or 40 hours of paid sick time each year. New hires will receive a prorated amount and will need to meet the 90 day employment requirement before taking any leave. At a minimum, employees will have at least 24 hours of paid sick time by the 120<sup>th</sup> calendar day of employment.

*Unused paid sick time will not carry over from year to year.* However, United Water Works will place five days or 40 hours of paid sick time into your leave bank at the start of each calendar year.

The Company does not pay employees for unused paid sick time.

### **Qualifying Reasons for Paid Sick Leave**

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if they are not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if they are not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.



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### **Use of Paid Sick Leave**

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to your Manager. If the need for paid sick leave is not foreseeable, employees shall provide notice to your Manager as soon as practicable.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law. Paid sick leave may be used in increments as little as 2 hours at a time.





## ***Group Insurance Benefits***

### **Health Insurance**

The Company's medical plans provide regular full-time employees, who work 30 hours or more, and their eligible dependents access to certain insurance benefits. Regular full-time employees become eligible to participate in these benefits the first of the month following 30 days of employment.

The Company contributes toward the premium cost for our employees' coverage. Your contribution towards the insurance premium occurs through pre-tax payroll deductions each pay period. For more detailed information regarding these benefits contact the Controller/Office Manager.

You may only add dependent coverage at the time of hire, once per year during open enrollment or within thirty-one (31) days of a birth, marriage or loss of primary coverage. You will be able to drop dependent coverage if there is a change in family status or hardship.

### ***401(k) Retirement Savings Plan***

The Company offers a retirement savings plan to provide eligible employees the potential for future financial security for retirement. Eligibility to participate for full-time employees occurs after completion of 90 days of employment.

The plan follows IRS guidelines. Employees may make pre-tax contributions to the plan and the Company provides a Safe Harbor contribution. In addition, a discretionary Profit Sharing contribution may be made to the plan periodically dependent upon company performance. More information about this benefit is provided at time of eligibility.

### ***Group Life Insurance***

United Water Works recently added a group life policy that covers each of our employees up to \$25,000. New hires are eligible to be covered under this policy after completing 90 days of employment.

### ***Temporary Disability Insurance***

California employees are eligible for State Disability Insurance (SDI) as mandated by applicable law in California. SDI is payable when you cannot work because of illness or injury not caused by employment at the Company, and is funded through payroll taxes. Specific rules and regulations governing disability are available from the Controller/Office Manager.

### ***Paid Family Leave Insurance***

In California, an additional payroll tax funds the state's Paid Family Leave (PFL) program, and provides partial wage replacement for absences related to care of a family member, or bonding with a new child. PFL provides limited compensation for up to six weeks when an employee needs to take leave from work to care for a parent, parent-in-law, grandparent, child, grandchild, spouse or registered domestic partner, or sibling who is seriously ill, or for a working parent who wants time to bond with their newborn, foster child or newly adopted child. The PFL program



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

### ***Unemployment Compensation***

The Company contributes to the California State Unemployment Insurance Funds on behalf of its employees.

### ***Social Security***

Social Security is an important part of every employee's retirement benefit. The Company pays a matching contribution to each employee's Social Security taxes.

### ***Workers' Compensation***

You are protected by the Company's workers' compensation insurance policy while employed by United Water Works, at no cost to you. The policy covers you in case of a work-related injury or illness. To receive workers' compensation benefits, you must immediately report any work-related injury to management and submit a written claim form. You must follow the instructions of the Company's insurance carrier to receive the benefits for which you may be entitled to receive.



## **Leaves of Absence**

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### ***Leave of Absence Overview***

The Company may grant leaves of absence to employees in certain circumstances. You must request any leave in writing as far in advance as possible, stay in touch with your Manager during your leave, and provide prompt notice of any change in your anticipated return date. If your leave expires and you fail to return to work without contacting your Manager, the Company will assume that you do not plan to return and that you have abandoned your employment.

Holiday time will not be paid, nor will Vacation or Paid Sick time accrue, when you are in an unpaid status including during a leave of absence.

The Company may temporarily suspend, postpone, or it may proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to Company's attention during the leave. If any action is temporarily suspended or postponed during the leave of absence, the Company reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to Company expectations and to observe all company policies, rules, and procedures.

COBRA will be offered to employees to maintain certain Company benefits during an unpaid leave of absence.

### ***Occupational Medical Leave***

Employees with occupational illnesses, injuries, or disabilities will be granted an occupational medical leave. As an alternative, United Water Works may offer the employee modified work. Upon the submission of a medical certification that the employee is able to return to work, the employee will be reinstated in accordance with applicable law. If an employee is disabled due to an occupational injury, the Company will attempt to accommodate the employee.

### ***Non-Occupational Medical Leave***

An unpaid medical leave of absence may be granted for non-work-related medical disabilities with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws.

Employees should request any leave in writing as far in advance as possible. If you are granted a medical leave, you will be required to use your accrued Vacation/paid sick leave.

A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work. Your Manager will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.



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If, upon your return from leave, neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. United Water Works makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

### ***Pregnancy Disability Leave***

Pursuant to California state law, United Water Works provides up to four months (the working days you normally would work in one-third of a year or 17 1/3 weeks) of unpaid, job-protected disability leave for an employee who is disabled due to pregnancy, childbirth, or a related medical condition. The amount of time may be less than four months, with the exact amount of time dependent on the period of actual disability as determined by the health care provider. Pregnancy Disability Leave (PDL) is unpaid leave, but an employee may use their accrued and unused Vacation, and will be required to use any unused Paid Sick Leave. The Company will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.

Leave will be granted for pregnancy-related disabilities upon the submission of a valid and acceptable health care provider's certification that an employee is disabled and unable to perform the functions of their position. The health care provider's written certification must also state when the disability will begin and when the employee is expected to be able to return to work. An employee should submit their request for PDL at least 30 days in advance. If 30 days' advance notice is not possible, notice must be given as soon as practicable. Failure to give reasonable advance notice may result in delay of leave, reasonable accommodation, or transfer.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

Prior to returning to work, employees are required to provide a medical certification from a health care provider that the employee is able to return to work. In most circumstances, the employee will be offered the same position held at the time of the leave or an equivalent position.

### ***Parental Leave***

California's New Parent Leave Act provides an employee with up to a maximum of 12 weeks of unpaid Parental Leave within one year of a child's birth, adoption or foster care placement if you meet all of the following eligibility requirements:

- You have been employed with the company for a total of at least 12 months prior to the commencement of leave;
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- You are employed at a worksite where there are 20 or more employees within a 75-mile radius.

If you are eligible for Parental Leave, you need to be aware of the following important information:

- You have the right to take up to a maximum of 12 weeks of unpaid, job-protected Parental Leave within one year of the child's birth, adoption or foster care placement.
- You are guaranteed employment in the same or comparable position at the end of your Parental Leave.



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- Your group health benefits will be maintained during your Parental Leave at the same level and under the same conditions as if you continued to work (not to exceed 12 weeks over the course of a 12-month period for Parental Leave). If you currently contribute to the payment of benefits, you must continue to do so while on leave.
- If you do not return to work after your Parental Leave, you may be required to reimburse the Company for its share of any group health insurance premium paid on your behalf during your Parental Leave — unless your failure to return is due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond your control.

You can choose to use vacation, sick leave or other accrued paid time off during your Parental Leave. Please advise the Controller/Office Manager if you wish to use any of your accrued leave benefits during your Parental Leave.

In addition, you may be eligible for Paid Family Leave (PFL) wage replacement benefits or other forms of wage replacement during your Parental Leave. Contact the Controller/Office Manager for more information regarding wage replacement.

### ***Personal Leave of Absence***

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

### ***Bereavement Leave***

The Company grants leave of absence to regular, full-time employees, in the event of the death of the employee's current spouse, registered domestic partner, child, parent or in-law or step-, legal guardian, brother or sister including step-, and grandparents. An employee may take up to three (3) consecutive scheduled workdays off, paid, with Manager approval. The employee's Manager may approve additional unpaid time off. Employees may apply Vacation to any unpaid time.

### ***Jury Duty and Witness Leave***

The Company recognizes employees may be called to serve on jury duty. Non-exempt employees will receive full pay while serving up to 1 day of Jury Duty, and may apply accrued, unused Vacation to any unpaid time off. Exempt employees will receive full salary unless they are absent from work for a full week and perform no work. You should notify your Manager of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service.

If an employee is on "jury standby," they are expected to work until being called to the court. If the employee is dismissed by the court on any workday, they must return to work if they can return to work at least two (2) hours before the workday ends. If an employee is on jury duty for more than one (1) day, they will not accrue Vacation.



### ***Military Leave***

Employees who wish to serve and take military leave should contact the Controller/Office Manager for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

### ***School Appearances Involving Suspension***

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their Manager as soon as possible before leaving work. No discriminatory action will be taken against an employee who takes time off for this purpose.

### ***Time Off for Voting***

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their Manager at least two days' notice.

### ***Miscellaneous Leave Laws***

In addition to providing the types of leave discussed above, the Company will comply with all other state and federal laws providing for leaves of absence. Employees who believe they are entitled to any form of leave not discussed above should consult with the Controller/Office Manager.



## **Management**

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### ***Open-Door Policy***

Suggestions for improving United Water Works are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the Company. We ask you to first discuss your concerns with your supervisor, following these steps:

- Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
- If the problem persists, you may present it to the Controller/Office Manager, who will investigate and provide a solution or explanation. While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact the any of the Company's managers/supervisors or the Controller/Office Manager. We encourage you to bring the matter to the Controller/Office Manager as soon as possible after you believe that your immediate supervisor has failed to resolve it.
- If the problem is not resolved, you may present the problem to the President of the Company who will attempt to reach a final resolution.

This policy, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

### ***Arbitration***

United Water Works believes that potential disputes can almost always be successfully resolved by early and open communication among the parties. However, it also recognizes that sometimes communication and discussion cannot resolve a claim and that, as a result, time consuming and costly litigation can result. In order to save all parties from the time and expense associated with court litigation, the Company utilizes a form of alternative dispute resolution known as "arbitration," where the matter is presented to a neutral third party (*the "arbitrator"*), instead of a court or jury, to make a final and binding decision.

The Company has provided an Agreement to each employee to agree to arbitration for unresolved individual claims. Arbitration is not a mandatory condition of employment at the Company however, and an employee may submit a statement notifying that they wish to opt out and not be subject to this Agreement.

### ***Names and Addresses***

The Company is required by law to keep current all employees' legal names and valid home or mailing addresses. Employees are responsible for notifying the Company in the event of a name or address change.





## ***Performance Evaluations***

Managers and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A periodical formal evaluation may be conducted, generally annually, at the discretion of your Manager, with more informal discussions occurring regularly. These evaluations will be conducted to provide both Manager and employee the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

## ***Employee Records***

You have a right to inspect or receive a copy of the employee records that the Company maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your employee file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy employee records must be made in writing to the Controller/Office Manager. You can obtain a form for making such a written request from the Controller/Office Manager.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. The Company may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your employee records.

The employee records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date the Company receives your written request to inspect or copy your employee records (unless you/your representative and the Company mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, the Company will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.



## **Company Property**

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### ***Employer Property***

All Company property, including tools, vehicles, desks, storage areas, work areas, file cabinets, computer systems, data processing equipment/software, office telephones, cell phones, fax machines, and duplicating machines, must be used properly and maintained in good working order.

The Company reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of the Company has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

Lost, stolen, abused or damaged Company-owned equipment, tools and inventory will be the responsibility of the employee. The Company has the right to recoup monetary damages for all lost, stolen, abused or damaged items from responsible parties.

Employees have no right of privacy as to any information or file maintained in or on Company property or transmitted through the Company. For purposes of inspecting, investigating, or searching employees' files or documents, the Company may override any applicable passwords, codes, or locks in accordance with the best interests of the Company, its employees, its customers, or its visitors. All bills and other documentation related to the use of Company equipment or property are the property of United Water Works may be reviewed and used for purposes that the Company considers appropriate.

Employees may access only files or documents that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, or other Company property, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination of employment.

### ***Electronic and Social Media***

This policy is intended to protect the Company's computer systems and electronic information. For purposes of these policies, the following definitions apply. "Computers" are defined as desktop computers, laptops, handheld devices (including, but not limited to iPhones, Androids, smart phones, iPads, and all other electronic tablets and cell phones), computer software/hardware and servers, and other related electronic devices.

The Company also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, Androids, smart phones, writing tablets or iPads), fax machines, and online services including the Internet. "Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through Company servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to the Company's rules and regulations. Computers must be kept clean and employees must exercise



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care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.

- All electronic communications also remain the sole property of United Water Works and are to be used for Company business. For example, email messages are considered Company records.
- Electronic information created by an employee using any computer or any means of electronic communication is also Company property and remains the property of United Water Works
- Information stored in Company computers and file servers, including without limitation Proprietary Information, is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the President of the Company.
- Excessive personal use of telephones, including cell phones, is prohibited.
- Personal use of telephones, including cell phones, while in the Warehouse is prohibited.
- Violation of any of the provisions of this policy, whether intentional or not, will subject employees to disciplinary action, up to and including termination.

### Monitoring of Company Property

The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Company computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management.

### Prohibited Use

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of Company policy to use computers, electronic communications, electronic information, or the Internet, in a manner that is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Company policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the Company's discretion to determine if there has been a violation. Employees that engage in prohibited use will be subject to discipline, up to and including termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, Managers, or staffing.



## **Computer and Internet Use**

The Company provides computers, electronic communications, electronic information, and information technology resources, including the Internet, to its employees to help them do their job. Generally, these Company resources should be used for business related purposes; excessive personal use is prohibited. Usage may not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any Company policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

This policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, Managers, or staffing.

All policies relating to monitoring usage of Company property apply. United Water Works reserves the right to adjust this policy on a case by case basis as it deems appropriate.

**Company-Owned Information Held on Third-Party Websites:** If you produce, collect and/or process business-related information in the course of your work, the information remains the property of United Water Works. This includes such information stored on third-party websites such as webmail service providers and social networking sites, such as Facebook, Twitter and LinkedIn.

## **Social Media**

Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs the Company deems to be social media, consult with your Manager. Usage must not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any Company policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information. Excessive use of social media during working time is prohibited. All policies relating to monitoring usage of Company property apply. United Water Works reserves the right to adjust this policy on a case by case basis as it deems appropriate.

Employees can use their own personal devices to engage in social media during breaks and meal periods; however, all other Company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential or trade secret information, apply. Nothing in the Company's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

If you create or manage a social media page on behalf of United Water Works, all information contained on the social media page, including friends, contacts, followers, likes, and any other proprietary or sensitive information, will be considered property of United Water Works. No employee will have any ownership rights over such materials. These social media websites, include, but are not limited to: Facebook; Twitter; Instagram; MySpace; LinkedIn; YouTube; Pinterest; and Google+.

## **Employee-Owned Devices**

United Water Works recognizes that occasional use of the employee's own computers (including hand held devices) and electronic communications may occur in the workplace. The Company allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time or violate any Company policy. Excessive personal use while on working time is prohibited. All other Company policies, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace apply. United Water Works reserves the right to adjust this policy on a case by case basis as it deems appropriate.



## ***Smoking***

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.



## **Employee Conduct**

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### ***Business Conduct and Ethics***

The successful business operation and reputation of United Water Works is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as regard for the highest standards of conduct and personal integrity. The Company will comply with all applicable laws and regulations and expects its Managers, officers, and employees to conduct business in accordingly.

The continued success of the Company is dependent upon our customer's trust and we are dedicated to preserving that trust. Employees owe a duty to the Company and its customers to act in a way that will merit the continued trust and confidence of the public.

Customers are among our organization's most valuable assets. Every single employee represents United Water Works to our customers, vendors, and the public. The way we do our jobs presents an image of our entire organization. Our first business priority is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give customers.

The use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. You should first approach your Manager for guidance in situations where you are not certain how to determine the proper course of action. If your Manager is unavailable, then you may consult the Controller/Office Manager for advice and consultation.

### ***Confidential Information***

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to confidential information regarding United Water Works, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your Manager. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

### ***Workplace Privacy***

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that the Company has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of their employment, such as documenting health and safety issues.

Please note that the Company uses or may use video surveillance with sound recording in the Warehouse and lobby areas. Video surveillance may also be used in other public areas (not in restrooms, locker rooms or changing areas) that does not include sound recording.



## ***Conflicts of Interest***

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of United Water Works, which impairs an employee's ability to exercise good judgment on behalf of the Company, can create an actual conflict of interest. Manager-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate Manager, or any other appropriate Manager, for a determination about whether an actual conflict exists. If an actual conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

In addition, the Company prohibits employees from offering an individual consultation arrangement with current, former or prospective customers in a manner that would compete with the Company's business.

## ***Dress Code and Other Personal Standards***

Employees are expected to wear the Company-issued shirt, along with clothing appropriate for the nature of our business and the type of work performed. All employees required to wear uniforms provided by United Water Works must take care of their uniforms and report any wear or damage to their supervisors. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

Along with the Company-issued shirt, employees may wear pants that are not baggy, do not have rips or holes, and do not reveal bare skin. Shorts may be worn in the summer. Shoes may not be open, with the exception of our Administration employees in the office. Warehouse employees must wear hard-hats and steel-toed shoes.

Because each employee is a representative of United Water Works in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard and dress appropriately for the office. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. For more information, see the *Harassment, Discrimination and Retaliation Prevention* policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact their Manager and discuss the need for accommodation.

## ***Drug and Alcohol Abuse***

United Water Works is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.





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Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job;
- Driving a Company vehicle while under the influence of alcohol; and
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. United Water Works also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, United Water Works reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy. An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on United Water Works. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a Manager of such use immediately before starting or resuming work.

United Water Works will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

### ***Off-Duty Conduct***

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility.

Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.



## ***Other Employment***

While employed by United Water Works, employees are expected to devote their energies to their jobs with the Company. Employment that directly conflicts with the Company's essential business interests and disrupts business operations is strictly prohibited.

Employees who wish to engage in additional employment that may create a real conflict of interest must submit a written request to United Water Works explaining the details of the additional employment. If the additional employment is authorized, the Company assumes no responsibility for it. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## ***Prohibited Conduct***

Employees are expected to conduct themselves in a manner to further the Company's objectives. The following conduct is prohibited and will not be tolerated by United Water Works. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Causing, creating or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on Company premises;
- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering on the job;



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- Making or accepting excessive personal telephone calls, including cell phone calls, during working hours, except in cases of emergency or extreme circumstances;
- Making or accepting personal telephone calls while in the Warehouse;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or Company policy, rule, procedure or violation of the Company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Company's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or the Company remain free to terminate the employment relationship at any time, with or without reason or advance notice.

### ***Prohibited Use of Company Cell Phone While Driving***

In the interest of the safety of our employees and other drivers, United Water Works employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops) while driving on Company business and/or Company time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. Violating this policy is a violation of law and a violation of Company rules.

### ***Punctuality and Attendance***

The Company expects employees to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden our customers, as well as your fellow employees and the Company. If you cannot avoid being late to work or are unable to work as scheduled or agreed upon, you must call inform your supervisor at least one (1) hour in advance. If the circumstances for your tardiness or absence were unforeseen, inform the customer and your Manager as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism may lead to corrective action, up to and including termination of employment. Continuing patterns of absences, early departures or tardiness, regardless of the exact number of days, may warrant disciplinary action.

Employees who are absent due to illness for more than three (3) business days must present certification from a medical provider to their Manager. Employees absent from work due to illness five (5) calendar days or longer must present a release from a medical provider before returning to work. If you fail to report for work for two (2) business days or longer without any notification to your Manager, you may be considered to have abandoned your employment.



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not affect company operations. However, regular attendance and promptness are considered part of each employee's essential job functions.

Absences protected by local, state and federal laws do not count as a violation of the punctuality and attendance policy. Paid Sick Leave protected under California law does not count as a violation of this policy.

### ***News Media Contacts***

Employees may be approached for interviews or comments by the news media. Only contact people designated by the President may comment to news reporters on Company policy or events relevant to the Company.

This policy does not limit an employee's right to discuss the terms and conditions of their employment, or to try and improve these conditions.

### ***Solicitation and Distribution of Literature***

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property. The Company has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with their Manager.

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.



## **Wages**

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### ***Meal and Rest Periods***

Employees who are scheduled to work more than five hours in a workday are provided at least a thirty-minute unpaid meal period. Employees will be relieved of all active responsibilities and work duties during meal periods and will not be compensated for that time. Non-exempt employees must begin lunch prior to the end of the fifth hour worked, away from their immediate workstation, and are permitted to leave the premises. Employees must record their meal period per daily timekeeping. Employees working no longer than six hours in a workday may waive their meal period by signing a waiver form available from the Controller/Office Manager.

Employees who work more than ten hours per day must take a second unpaid meal period of not less than 30 minutes. However if the total hours worked in the day is no more than twelve, the second meal period may be waived by mutual consent of the employee and the Company (so long as the first meal period was not waived).

Employees who work at least three and one-half (3½) hours in any work day are entitled to one (1) paid rest period of at least ten (10) minutes. Employees who work at least seven (7) hours in any work day are entitled to two (2) paid rest periods of at least ten (10) minutes each, one (1) during each half of the work day.

Employees may not combine rest and meal breaks. Your Manager may schedule meal periods and rest breaks in accordance with applicable law.

Lactation Break: In accordance with state law, employees needing to express breast milk for an infant child may do so during their break period in a private location other than the bathroom. Please inform your Manager if you need to discuss this type of accommodation.

### ***Overtime for Non-exempt Employees***

Non-exempt employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Non-exempt employees will be paid according to applicable Federal and State wage and hour laws for all overtime hours worked.

All overtime must be scheduled and approved in writing in advance by your Manager. Overtime pay is based on hours worked in a week. Vacation, Paid Sick Leave, and holidays are not considered hours worked for the purposes of calculating overtime.

California non-exempt employees are eligible for overtime at a rate of 1-1/2 times regular rate of pay for hours worked in excess of 8 per day and 40 per week or on the 7<sup>th</sup> consecutive day worked. Double-time is paid at a rate of 2 times regular rate of pay for hours worked in excess of 12 per day and after 8 hours worked on the 7<sup>th</sup> consecutive day.

### ***Payment of Wages***

The workweek begins at 12:01 a.m. Sunday and ends at midnight on Saturday. Regular business hours are Monday through Friday, 6:00 a.m. to 5:00 p.m., though our Warehouse employees may have different schedules.



## **City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings**

Employees are paid bi-weekly on Wednesdays, covering the previous two-week period. When a regular payday falls on a holiday, employees will be paid on the previous workday.

### ***Business Expense Reimbursement***

Employees will be reimbursed for expenses incurred while traveling or otherwise performing services for the Company. Prior supervisor authorization is required for reimbursement. Please contact the Controller/ Office Manager regarding specific questions.

### ***Timekeeping Requirements***

All non-exempt employees are required to use a timeclock to report time worked for payroll purposes. All time worked must be accurately reported using the timeclock. Employees must record their own time at the start and at the end of each work period. Employees must clock out for their meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." Working off the clock violates Company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your Manager. If you perform any off-the-clock work, please report the work to your Manager.

Employees must also report their time whenever they leave the building for any reason other than Company business. Employees will be required to certify that their time record is accurate.

Once your time is recorded, any changes/adjustments must be made by your Manager. Inputting another employee's time, allowing another employee to input time for you, or altering your time report in any way is not permissible and is subject to disciplinary action, up to and including termination. Any errors on your time report should be reported immediately to your Manager.



## **Health and Safety**

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### ***Health and Safety***

The health and safety of employees and others on Company or customer property are of critical concern to the Company. We strive to attain the highest possible level of safety in all activities and operations. The Company will comply with all state and federal health and safety laws applicable to our business and employees are required to follow our customer's safety practices while on site.

Towards this end, the Company must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to any manager, immediately, even if you believe you have corrected the problem.

Any workplace injury, accident, or illness must be reported to your Manager as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, a Manager will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

### ***Recreational Activities and Programs***

The Company, or its insurer, will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

### ***Security***

Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to a Company manager. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible.

The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify yours or another manager when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

### ***Workplace Violence***

The Company has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.



## City of Azusa Azusa Light & Water – RFP Integrated Supply System (ISS) for Waterworks Materials and Fittings

Possession of non-work related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

Example	Type of Threat
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence





## Termination

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### ***Employee References***

All requests for references must be directed to the Controller/Office Manager. No other manager or employee is authorized to release references for current or former employees.

By policy, the Company discloses only the dates of employment and the title of the last position held of former employees.

### ***Involuntary Termination and Progressive Discipline***

Violation of Company policies and rules may warrant disciplinary action. The Company may, at its sole and absolute discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The Company's approach to discipline in no way limits or alters the at-will employment relationship.

### ***Voluntary Resignation***

Voluntary resignation results when an employee voluntarily quits their employment at United Water Works or fails to report to work for two consecutively scheduled workdays without notice to, or approval by, their Manager (unless the absence is protected by law). All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

### ***Final Pay***

The Company will process and pay final paycheck to terminating employees in compliance with all state-specific and federal laws.



## **Confirmation of Receipt**

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I acknowledge having received a copy of United Water Works, Inc.'s Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. United Water Works reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the President of the Company no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the President has the authority to make any such agreement and even then only in writing and signed by the President.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment with United Water Works is at-will, meaning that my employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with United Water Works

Employee's Signature \_\_\_\_\_

Employee's Printed Name \_\_\_\_\_

Date \_\_\_\_\_



# Attachment 5

## Certificates of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2020

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> SIP Insurance Services 750 The City Drive South, Ste 450 Orange, CA 92868	<b>CONTACT NAME:</b> SIP Insurance Services <b>PHONE (A/C, No, Ext):</b> 626-214-7902 <b>E-MAIL ADDRESS:</b> katherine@sipbrokers.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> United Waterworks, Inc. 1313 E Hunter Ave. Santa Ana CA 92705	<b>INSURER A:</b> AMCO Insurance Company	<b>NAIC #</b> 19100
	<b>INSURER B:</b> StarStone Specialty Insurance Company	<b>NAIC #</b> 44776
	<b>INSURER C:</b> Insurance Company of the West	<b>NAIC #</b> 27847
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

**CERTIFICATE NUMBER:** 55146355

**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	ACBPBW3018404833	10/1/2019	10/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
B	<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 <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			A75165192ALI	10/1/2019	10/1/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WSD503913402	1/1/2020	1/1/2021	<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

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

City of Azusa is included as additional insured per the attached form.

## CERTIFICATE HOLDER

City of Azusa  
729 North Azusa Ave.  
Azusa CA 91702

## CANCELLATION

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**

Gary Champlin

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ACORD 25 (2016/03)

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# PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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# PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II. WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning. Please refer to Section V. DEFINITIONS.

## I. COVERAGES

### A. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. INSURING AGREEMENT

- a. We will pay those sums up to the applicable Limit of Insurance 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 for which there is coverage under this policy.

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 sole 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 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 "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"; and

- (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" which occurs during the policy period and was not, prior to the policy period, known to have occurred by 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, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "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.

e. 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".

## 2. EXCLUSIONS

This insurance, including any duty we have to defend "suits", does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the insured.

This exclusion applies even if the resulting "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

HOWEVER, this exclusion does not apply to "bodily injury" 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 allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by an 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.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license; or
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

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. Laws**

Any liability or legal obligation of any insured with respect to "bodily injury" or "property damage" arising out of any of the following:

- (1) Any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, religion or religious belief, age, economic status, income, medical condition, pregnancy, parenthood or mental or physical disability;
- (2) Any workers' compensation, unemployment compensation, disability benefits law, or any other statutory benefits law;
- (3) The Migrant and Seasonal Agricultural Worker Protection Act;
- (4) Any state, federal or governmental antitrust statute or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky law;
- (5) The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974; or
- (6) Any other similar statutes, ordinances, orders, directives or regulations.

**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 that 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 any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

HOWEVER, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in

connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

HOWEVER, this paragraph does not apply to liability for damages 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 allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an 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.

HOWEVER, this exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
  - (b) The operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

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

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being

prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. **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 government authority in hindering or defending against any of these.

#### j. **Damage To Property**

"Property damage" to:

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

Other than damage by the Covered Causes of Loss provided under Tenants Property Damage Legal Liability, paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Tenants Property Damage Legal Liability as described in Section III. LIMITS OF INSURANCE.

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

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

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

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".

HOWEVER, 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. **Bodily Injury To Any Insured**

"Bodily injury" to:

- (1) Any insured, except "volunteer workers"; or
- (2) Any insured whenever the ultimate benefits of any indemnification will accrue directly or indirectly to any insured or the heirs of any insured.

q. **Damage To Named Insured's Property**

Any claim or "suit" for "property damage" by you or on your behalf against any other person or organization that is also a Named Insured under this policy.

r. **Abuse Or Molestation**

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

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (2) The negligent:
  - (a) Employment;
  - (b) Investigation;
  - (c) Supervision;
  - (d) Reporting to the proper authorities, or failure to so report; or
  - (e) Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.

s. **Asbestos, Electromagnetic, Lead or Radon**

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

- (1) Asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;
- (2) Electromagnetic emissions or radiation including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the

presence of electromagnetic emissions or radiation or any other duty involving electromagnetic emissions or radiation;

- (3) Lead including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead; or
- (4) Radon or any other radioactive emissions, manmade or natural, including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of radon or any other radioactive emissions or any other duty involving radon or other radioactive emissions.

**t. Employment Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (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 or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above 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.

**u. Fiduciary Responsibility**

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use, including all related operations, of property in relation to which you or any insured is acting in any fiduciary or representative capacity. This exclusion does not apply if you are; a trust, as described in Section II. WHO IS AN INSURED.

**v. Professional Services**

"Bodily injury" or "property damage" that arises out of or is a result of the rendering of, or failure to render, any professional service, treatment, advice or instruction. This exclusion includes, but is not limited to, any:

- (1) Legal, accounting, insurance, real estate, financial, advertising or consulting service, advice or instruction;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection, engineering, or architectural service, advice or instruction;
- (4) Medical, surgical, psychiatric, chiropractic, chiropody, physiotherapy, osteopathy, acupuncture, dental, x-ray, nursing or any other health service, treatment, advice or instruction;
- (5) Any psychological therapy or any other counseling or mental health service, treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including but not limited to cosmetology, tansorial, tattooing, tanning or massage;
- (7) Optometry or optical or hearing aid service, treatment, advice or instruction, including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear or other body piercing service, treatment, advice or instruction; or

- (9) Service, treatment, advice or instruction in the practice of pharmacy.
- (10) Electronic data processing, computer consulting or computer programming services, advice or instruction.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering or failure to render of any professional service.

w. **Testing, Evaluating or Consulting**

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

- (1) An error, omission, defect or deficiency:
  - (a) In any test performed, or any evaluation, consultation or advice given by or on behalf of you or any insured; or
  - (b) In experimental data or the insured's interpretation of that data.
- (2) The reporting of or reliance upon any such test, evaluation, consultation or advice.

x. **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, 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.

y. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

3. **TENANTS PROPERTY DAMAGE LEGAL LIABILITY**

**Certain Exclusions Not Applicable**

Exclusions c. through n., p., q., r., t., u., v. and w. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, if such "property damage" arises out of a Covered Cause Of Loss provided under the BUSINESSOWNERS PROPERTY COVERAGE FORM. A separate limit of insurance, called Tenants Property Damage Legal Liability Limit, applies to this coverage as described in Section III. LIMITS OF INSURANCE.

B. **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

1. **INSURING AGREEMENT**

- a. We will pay those sums up to the applicable Limit of Insurance 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 for which there is coverage under this policy.

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 sole 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, including any duty we have to defend "suits", does not apply to personal and advertising injury:

- a. **Knowing Violation Of Rights Of Another**  
Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**  
Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Act**  
Arising out of a criminal act committed by or at the direction of any insured or a criminal act committed by another for which any insured is held to be vicariously liable.  
HOWEVER, this exclusion does not apply to "personal injury" resulting from the use of reasonable force to protect persons or property.
- e. **Contractual Liability**

For which the insured has assumed liability in a contract or agreement. HOWEVER, 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**

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**

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 Price**

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

HOWEVER, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

### j. **Insureds In Media And Internet Type Business**

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 Section V. DEFINITIONS.

### k. **Electronic Chatrooms Or Bulletin Boards**

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**

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**

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

**n. Pollution-Related**

With respect to any loss, cost or expense arising out of any:

- (1) Request, demand or order 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**

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 government authority in hindering or defending against any of these.

**p. Recording and Distribution Of Material In Violation Of Law**

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, 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.

**q. Laws**

Any liability or legal obligation of any insured arising out of any of the following:

- (1) Any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, parenthood, religion or religious belief, age, economic status, income, medical condition, pregnancy, or mental or physical disability;
- (2) Any workers' compensation, unemployment compensation, disability benefits law, or any other statutory benefits law;
- (3) The Migrant and Seasonal Agricultural Worker Protection Act;
- (4) Any state, federal or governmental antitrust statute or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky law;
- (5) The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974; or
- (6) Any other similar statutes, ordinances, orders, directives or regulations;

**r. Abuse or Molestation**

Arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (2) The negligent:
  - (a) Employment;
  - (b) Investigation;
  - (c) Supervision;
  - (d) Reporting to the proper authorities, or failure to so report; or



(e) Retention;  
of a person for whom any insured is  
or ever was legally responsible and  
whose conduct would be excluded by  
Paragraph (1) above;

**s. Employment Practices**

To:

- (1) A person arising out of any:
  - (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 or discrimination directed at that person; 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 of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above 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;

**t. Asbestos, Electromagnetic, Lead or Radon**

Arising out of:

- (1) Asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;
- (2) Electromagnetic emissions or radiation including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure,

existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of electromagnetic emissions or radiation or any other duty involving electromagnetic emissions or radiation;

- (3) Lead including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead; or
- (4) Radon or any other radioactive emissions, manmade or natural, including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of radon or any other radioactive emissions or any other duty involving radon or other radioactive emissions;

**u. Fiduciary Responsibility**

That arises out of the ownership, maintenance or use, including all related operations, of property in relation to which you or any insured is acting in any fiduciary or representative capacity This exclusion does not apply if you are; a trust, as described in Section II. WHO IS AN INSURED.;

**v. Professional Services**

That arises out of or is a result of the rendering of, or failure to render, any professional service, treatment, advice or instruction. This exclusion includes, but is not limited to any:

- (1) Legal, accounting, insurance, real estate, financial, advertising or consulting service, advice or instruction;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection, engineering, or architectural service, advice or instruction;
- (4) Medical, surgical, psychiatric, chiropractic, chiropody,

- physiotherapy, osteopathy, acupuncture, dental, x-ray, nursing or any other health service, treatment, advice or instruction;
- (5) Any psychological therapy or any other counseling or mental health service, treatment, advice or instruction;
  - (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including but not limited to cosmetology, tansorial, tattooing, tanning or massage.
  - (7) Optometry or optical or hearing aid service, treatment, advice or instruction, including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
  - (8) Ear or other body piercing service, treatment, advice or instruction; or
  - (9) Service, treatment, advice or instruction in the practice of pharmacy; or
  - (10) Electronic data processing, computer consulting or computer programming services, advice or instruction.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the offense which caused the "personal and advertising injury" involved the rendering or failure to render of any professional service.

w. **Testing, Evaluation or Consulting**

Arising out of:

- (1) An error, omission, defect or deficiency:
  - (a) In any test performed, or any evaluation, consultation or advice given by or on behalf of you or any insured; or
  - (b) In experimental data or the insured's interpretation of that data.
- (2) The reporting of or reliance upon any such test, evaluation, consultation or advice.

**C. 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 one year 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. **Athletic 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.

**D. 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 \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - 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 \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". HOWEVER, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - 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. 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.

## II. WHO IS AN INSURED

### 1. If you are:

- 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. A trust, you are an insured. Your trustee or co-trustees are also insureds, but only with respect to their duties as a trustee in connection with your property, operations and activities.
- e. 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.

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

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a

partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

HOWEVER, none of these "employees" or "volunteer workers" is an insured 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), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

**HOWEVER:**

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- 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. 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.

**5. Automatic Additional Insureds**

Any of the following persons or organizations are automatically insureds when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

HOWEVER, the insurance afforded to any of the following additional insureds only applies to the extent permitted by law and will not be broader than that which you are required by the contract or agreement to provide for any of the following additional insureds.

**a. Co-Owners of Insured Premises**

Any person or organization with whom you co-own a premises insured under this policy is an additional insured, but only with respect to their liability as the co-owner of such premises.

HOWEVER, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

**b. Controlling Interest**

Any person or organization that has a controlling interest in you is an additional insured, but only with respect to liability arising out of:

- (1) Their financial control of you; or
- (2) Their ownership, maintenance or control of premises you lease or occupy;

subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when they cease to have such controlling interest in you.

**c. Grantor of Franchise or License**

Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as the grantor of a franchise or license to you.

HOWEVER, their status as additional insured under this policy ends when their contract or agreement with you granting the franchise or license ends.

**d. Lessors of Leased Equipment**

Any person or organization from whom you lease equipment by written contract or agreement is an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by that person or organization, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury" or "property damage" arising out of, in whole or in part, or results from, in whole or in part, the active negligence of such person or organization.

HOWEVER, their status as additional insured under this policy ends when their contract or agreement with you for such leased equipment ends.

e. **Managers or Lessors of Leased Premises**

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability arising out of your use of that part of the premises leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

f. **Mortgagee, Assignee or Receiver**

Any person or organization who has status as mortgagee, assignee or receiver of your property is an additional insured, but only with respect to their liability as mortgagee, assignee or receiver arising out of your ownership, maintenance, or use of such premises, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.

g. **Owners or Other Interest from Whom Land has been Leased**

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability arising out of your maintenance or use of that part of the land leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to lease that land.

h. **State or Political Subdivisions - Permits Relating to Premises**

Any state or political subdivision which has issued a permit in connection with premises insured by this policy which you own, rent, or control is an additional insured, but only with respect to the following hazards:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

HOWEVER, their status as additional insured under this policy ends when the permit ends.

### III. LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. **General Aggregate Limit of Insurance**  
(Other than Products-Completed Operations)  
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.

The General Aggregate Limit applies separately to each of your described premises. For the purposes of this provision, premises means involving the same or connecting lots, or premises whose connection is interrupted only by a public

street, roadway or waterway, or railroad right-of-way.

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

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 of Insurance**

Subject to paragraph 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 of Insurance**

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

- a. Damages under COVERAGE A; and
- b. Medical expenses under COVERAGE C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Tenants Property Damage Legal Liability Limit of Insurance**

Subject to paragraph 5. above, the Tenants Property Damage Legal Liability Limit is the most we will pay under COVERAGE A for damages because of all "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence".

**7. Medical Payments Limit of Insurance**

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

- 8. The Limits of Insurance of this policy 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.**

**9. Property Damage Deductible**

If a deductible amount is shown in the Liability Declarations, the following provisions apply:

- a. If a deductible amount for Property Damage is shown in the Liability Declarations, any obligation by us under this policy to pay sums on your behalf because of "property damage", applies only to sums in excess of the deductible amount shown in the Declarations for any one "occurrence".
- b. If a deductible amount for Car Wash Property Damage is shown in the Liability Declarations, any obligation by us under this policy to pay sums on your behalf because of "property damage", applies only to sums in excess of the deductible amount shown in the Declarations for any one claim.
- c. If we pay all or any part of a deductible to settle any claim or "suit", upon notification of such payment by us, you shall promptly reimburse us for the amount of the deductible that has been paid by us.

**IV. LIABILITY CONDITIONS**

The following conditions apply in addition to the COMMON POLICY CONDITIONS.

**1. Bankruptcy**

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

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

- a. You and any insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense that may result in a claim. To the extent possible, notice should include:

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

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

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

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

- c. You and any other involved insured must:



- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit";
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply; and
  - (5) Agree to be examined under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim or "suit". At our option and expense, any examination under oath may be video or audio taped as well as being recorded by stenographic record. In the event of an examination, an insured's answers must be signed.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this policy:

- 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 policy 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 policy 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. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned

in this policy 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.

## V. DEFINITIONS

The terms "you", "your", "we", "us", "our" and "insured" are defined in the Preamble of this Coverage Form. The following words or phrases, which appear in quotation marks throughout this Coverage Form and any of its endorsements, are defined as follows:

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

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

3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **"Coverage territory"** means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a. above; or

- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in paragraph a. above; or
  - (2) The activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; or
  - (3) "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 a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

- 5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 7. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. **"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:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
- 9. **"Insured contract"** means:
  - a. A contract for a lease of premises. HOWEVER, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Paragraph f. does not include that part of any contract or agreement:
  - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in paragraph (2) above and supervisory, inspection, architectural or engineering activities.
- 10. **"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".
- 11. **"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".

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

- a. Bulldozers, forklifts, farm machinery, farm implements and other vehicles designed for use or used principally off public roads. This includes motorized golf carts, snowmobiles, and other land vehicles designed for recreational use;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles, other than snowmobiles, 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 paragraphs 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 paragraphs 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) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; and
- (3) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

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

- 13. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. **"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 occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written 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 or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, petroleum products and their

derivatives, chemicals and waste. Such irritants or contaminants are "pollutants" whether or not they have any function in your business, operations, premises, sites or locations.

Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed and livestock, poultry or other animal excrement.

16. **"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.

HOWEVER, if your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent, all "bodily injury" and "property damage" that arises out of "your products" is included if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

- 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; or

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

17. **"Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

As used in this definition, electronic data means information, facts or programs stored as, 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.

18. **"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.

19. **"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.**

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

21. **"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.

**22. "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.

**All terms and conditions of this policy apply unless modified by this endorsement.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2020

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>  Kathryn Minnick(9750317) 18371 Lemon Dr Ste B  Yorba Linda CA 92886-2461		<b>CONTACT NAME:</b>  <b>PHONE</b> (A/C, NO, EXT): 714-777-9797 <b>FAX</b> (A/C, NO): 714-242-7699 <b>E-MAIL ADDRESS:</b> kminnick@farmersagent.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  UNITED WATER WORKS 1313 E HUNTER AVE  SANTA ANA CA 92705		<b>INSURER A:</b> Truck Insurance Exchange 21709 <b>INSURER B:</b> Farmers Insurance Exchange 21652 <b>INSURER C:</b> Mid Century Insurance Company 21687 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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"/> PROJECT <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 \$ \$
C	<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	Y		606631201	10/01/2019	10/01/2020	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> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER \$ 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)

AS ADDITIONAL INSURED:

## CERTIFICATE HOLDER

## CANCELLATION

THE CITY OF AZUSA 729 N AZUSA AVE  AZUSA CA 91702	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 <i>Kathy Minnick</i>
--	--



**DELIVER THE RIGHT PRICE, RIGHT PRODUCT, RIGHT SERVICE, RIGHT NOW!**

## PROFILE AND CORE COMPETENCIES

### *Your Success Is Our Success*

United Water Works sets up clients to win. For more than three decades, our team has served underground contractors, water districts and municipalities with unmatched expertise and a complete range of products to serve the underground water industry.

Led by President Jerry Canada and our qualified team, United Water Works team members have more than 100 cumulative years of industry experience. Centrally located to serve all of Southern California, our clients can attest that we serve and operate from a foundation of core beliefs:

### *Provide Exceptional Service*

Whether you're a customer, supplier or coworker, there is no deadline we can't meet, no problem we can't tackle. Our company is integral in building infrastructure, but we're most proud of the relationships we build. We foster, encourage and model positive relationships, attitudes, and a mindset that helps your company and your staff grow.

### *Take Ownership*

You have our support from start to finish. We anticipate your needs. We have answers to all your questions readily available.

### *Your Best Interest Comes First*

We've been successful for more than 30 years because we put the best interests of our customers, vendors and employees before our own. You will have no doubt that we strive to meet and exceed your expectations.

### *Do the Right Thing*

Compassion and integrity are non-negotiables for United Water Works, through our words and actions with each other, our customers, employees, families, stakeholders and even our competition.

### *Adaptive To Change*

As the industry evolves, so do we. But what won't change is the incomparable service United Water Works provides.

## PAST PERFORMANCE PUBLIC AND PRIVATE SECTOR



**COACHELLA VALLEY  
WATER DISTRICT**



**Irvine Ranch  
WATER DISTRICT**



**Moulton Niguel Water**  
Leading the Way in Service



**Long Beach Water**  
Exceptional Water - Exceptional Service



*City of Pomona California*



The City of  
Santa Ana

**T.E. Roberts Inc.**   
"No problems, only solutions!"

**Fydaq Company, Inc**



**MARK COMPANY**  
Grading - Pipeline - Concrete - Paving

**FERREIRA**

**Irvine Pipeline Company Inc**

## GUARANTEED CUSTOMER SATISFICATION

United Water Works is a proud supplier of underground water, sewer, and fire protection needs for municipalities water districts and industry professionals.

## DELIVER THE RIGHT PRICE, RIGHT PRODUCT, RIGHT SERVICE, RIGHT NOW!

### DIFFERENTIATORS

United Water works not only takes pride in having served the underground water utilities industry for over 30 years; but also, for always putting our customers needs first. Our difference is in our Core Values.

- ◆ **PROVIDE EXCEPTIONAL SERVICE**
- ◆ **TAKE OWNERSHIP IN EVERYTHING WE DO**
- ◆ **BE THE BEST AT EVERYTHING WE DO**
- ◆ **ALWAYS DO THE RIGHT THING**
- ◆ **BE A DIFFERENCE MAKER**

### COMPANY DATA & AFFILIATIONS

United Water Works is located in Santa Ana, CA, and services Los Angeles, Orange, Riverside, San Bernardino, San Diego Ventura Counties and the Coachella Valley. We are currently in the process of obtaining our MBE as a Native American Owned Small Business.

Industry affiliations include WASDA and IWWG

We offer a complete range of products to serve the underground water industry.



### KEY COMPANY CONTACTS

President: Jerry Canada  
V.P of Operations: Steve Hagman  
Sales Manager: Bill Harrel  
Office Manager: Danielle Jacobs

1313 E. Hunter Avenue  
Santa Ana, CA 92705  
Phone: (714) 542-0711  
Fax: (714) 542-4570  
E-mail: [info@unitedwaterworks.com](mailto:info@unitedwaterworks.com)  
Web: [www.unitedwaterworks.com](http://www.unitedwaterworks.com)

### SAMPLE LISTING OF SUPPLIERS



### SIC and NICS CODES

#### SIC CODE:

5085 5074

#### NAICS CODES

423850 423720

423840 423830

### INSURANCE COVERAGE LIMITS

United Water Works, Inc. carries the required insurance policy limits to work with our customers. We are able to work with you should there be a requirement of additional endorsements.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2020

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>  Kathryn Minnick(9750317) 18371 Lemon Dr Ste B  Yorba Linda CA 92886-2461		<b>CONTACT NAME:</b>  <b>PHONE</b> (A/C, NO, EXT): 714-777-9797 <b>FAX</b> (A/C, NO): 714-242-7699 <b>E-MAIL ADDRESS:</b> kminnick@farmersagent.com																			
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COVERAGES

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REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	<b>COMMERCIAL GENERAL LIABILITY</b> <table border="1"><tr><td><input type="checkbox"/></td><td>CLAIMS-MADE</td><td><input type="checkbox"/></td><td>OCCUR</td></tr><tr><td colspan="4">GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:</td></tr></table>	<input type="checkbox"/>	CLAIMS-MADE	<input type="checkbox"/>	OCCUR	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:									EACH OCCURRENCE	\$			
<input type="checkbox"/>	CLAIMS-MADE	<input type="checkbox"/>	OCCUR																
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:																			
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$											
							MED EXP (Any one person)	\$											
							PERSONAL & ADV INJURY	\$											
							GENERAL AGGREGATE	\$											
							PRODUCTS - COMP/OP AGG	\$											
								\$											
C	<b>AUTOMOBILE LIABILITY</b> <table border="1"><tr><td><input type="checkbox"/></td><td>ANY AUTO</td><td><input checked="" type="checkbox"/></td><td>SCHEDULED AUTOS</td></tr><tr><td><input type="checkbox"/></td><td>OWNED AUTOS ONLY</td><td><input checked="" type="checkbox"/></td><td>NON-OWNED AUTOS ONLY</td></tr><tr><td><input checked="" type="checkbox"/></td><td>HIRED AUTOS ONLY</td><td></td><td></td></tr></table>	<input type="checkbox"/>	ANY AUTO	<input checked="" type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>	OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY			Y	606631201	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
<input type="checkbox"/>	ANY AUTO	<input checked="" type="checkbox"/>	SCHEDULED AUTOS																
<input type="checkbox"/>	OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY																
<input checked="" type="checkbox"/>	HIRED AUTOS ONLY																		
							BODILY INJURY (Per person)	\$											
							BODILY INJURY (Per accident)	\$											
							PROPERTY DAMAGE (Per accident)	\$											
								\$											
	<b>UMBRELLA LIAB</b> <input type="checkbox"/>	OCCUR					EACH OCCURRENCE	\$											
	<b>EXCESS LIAB</b> <input type="checkbox"/>	CLAIMS-MADE					AGGREGATE	\$											
	DED	RETENTION \$						\$											
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE	OTHER \$											
							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)

AS ADDITIONAL INSURED:

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF AZUSA 729 N AZUSA AVE  AZUSA CA 91702	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 
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2020

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<b>PRODUCER</b>  Kathryn Minnick(9750317) 18371 Lemon Dr Ste B  Yorba Linda CA 92886-2461		<b>CONTACT NAME:</b>  <b>PHONE</b> (A/C, NO, EXT): 714-777-9797 <b>FAX</b> (A/C, NO): 714-242-7699 <b>E-MAIL ADDRESS:</b> kminnick@farmersagent.com																			
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COVERAGES

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INSR LTR	TYPE OF INSURANCE				ADDTL INSD	CNBR D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY									EACH OCCURRENCE		\$	
	<input type="checkbox"/> CLAIMS-MADE		<input type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea Occurrence)		\$	
										MED EXP (Any one person)		\$	
										PERSONAL & ADV INJURY		\$	
										GENERAL AGGREGATE		\$	
										PRODUCTS - COMP/OP AGG		\$	
												\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:												
<input type="checkbox"/> POLICY		<input type="checkbox"/> PROJECT		<input type="checkbox"/> LOC									
OTHER:													
C	AUTOMOBILE LIABILITY				Y		606631201	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO									BODILY INJURY (Per person)		\$	
	<input type="checkbox"/> OWNED AUTOS ONLY		<input checked="" type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)		\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY		<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$	
												\$	
												\$	
	UMBRELLA LIAB				OCCUR					EACH OCCURRENCE		\$	
	EXCESS LIAB				CLAIMS-MADE					AGGREGATE		\$	
												\$	
	DED				RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N/A					PER STATUTE		OTHER \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT		\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below									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)

AS ADDITIONAL INSURED:

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF AZUSA 729 N AZUSA AVE  AZUSA CA 91702	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 <i>Kathy Minnick</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2020

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PRODUCER SIP Insurance Services 750 The City Drive South, Ste 450 Orange, CA 92868	CONTACT NAME: SIP Insurance Services	
	PHONE (A/C, No, Ext): 626-214-7902	FAX (A/C, No):
	E-MAIL ADDRESS: katherine@sipbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AMCO Insurance Company	19100
	INSURER B : StarStone Specialty Insurance Company	44776
	INSURER C : Insurance Company of the West	27847
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 55146355 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	ACBPBW3018404833	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	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) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		A75165192ALI	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	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 Y N/A		WSD503913402	1/1/2020	1/1/2021	<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

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

City of Azusa is included as additional insured per the attached form.

## CERTIFICATE HOLDER

## CANCELLATION

City of Azusa  
729 North Azusa Ave.  
Azusa CA 91702

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

Gary Champlin

ACORD 25 (2016/03)

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# PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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## PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II. WHO IS AN INSURED. Other words and phrases that appear in quotation marks have special meaning. Please refer to Section V. DEFINITIONS.

### I. COVERAGES

#### A. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. INSURING AGREEMENT

- a. We will pay those sums up to the applicable Limit of Insurance 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 for which there is coverage under this policy.

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 sole 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 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 "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"; and

- (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" which occurs during the policy period and was not, prior to the policy period, known to have occurred by 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, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "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.

e. 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".

## 2. EXCLUSIONS

This insurance, including any duty we have to defend "suits", does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the insured.

This exclusion applies even if the resulting "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

HOWEVER, this exclusion does not apply to "bodily injury" 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 allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by an 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.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a) Requires a license; or
  - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

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. Laws**

Any liability or legal obligation of any insured with respect to "bodily injury" or "property damage" arising out of any of the following:

- (1) Any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, religion or religious belief, age, economic status, income, medical condition, pregnancy, parenthood or mental or physical disability;
- (2) Any workers' compensation, unemployment compensation, disability benefits law, or any other statutory benefits law;
- (3) The Migrant and Seasonal Agricultural Worker Protection Act;
- (4) Any state, federal or governmental antitrust statute or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky law;
- (5) The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974; or
- (6) Any other similar statutes, ordinances, orders, directives or regulations.

**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 that 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 any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

HOWEVER, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in

connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

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

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

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

HOWEVER, this paragraph does not apply to liability for damages 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 allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an 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.

HOWEVER, this exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
  - (b) The operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

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

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being

prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. **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 government authority in hindering or defending against any of these.

#### j. **Damage To Property**

"Property damage" to:

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

Other than damage by the Covered Causes of Loss provided under Tenants Property Damage Legal Liability, paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Tenants Property Damage Legal Liability as described in Section III. LIMITS OF INSURANCE.

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

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

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

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".

HOWEVER, 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. **Bodily Injury To Any Insured**

"Bodily injury" to:

- (1) Any insured, except "volunteer workers"; or
- (2) Any insured whenever the ultimate benefits of any indemnification will accrue directly or indirectly to any insured or the heirs of any insured.

q. **Damage To Named Insured's Property**

Any claim or "suit" for "property damage" by you or on your behalf against any other person or organization that is also a Named Insured under this policy.

r. **Abuse or Molestation**

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

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (2) The negligent:
  - (a) Employment;
  - (b) Investigation;
  - (c) Supervision;
  - (d) Reporting to the proper authorities, or failure to so report; or
  - (e) Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph (1) above.

s. **Asbestos, Electromagnetic, Lead or Radon**

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

- (1) Asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;
- (2) Electromagnetic emissions or radiation including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the

presence of electromagnetic emissions or radiation or any other duty involving electromagnetic emissions or radiation;

- (3) Lead including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead; or
- (4) Radon or any other radioactive emissions, manmade or natural, including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of radon or any other radioactive emissions or any other duty involving radon or other radioactive emissions.

**t. Employment Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (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 or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above 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.

**u. Fiduciary Responsibility**

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use, including all related operations, of property in relation to which you or any insured is acting in any fiduciary or representative capacity. This exclusion does not apply if you are; a trust, as described in Section II. WHO IS AN INSURED.

**v. Professional Services**

"Bodily injury" or "property damage" that arises out of or is a result of the rendering of, or failure to render, any professional service, treatment, advice or instruction. This exclusion includes, but is not limited to, any:

- (1) Legal, accounting, insurance, real estate, financial, advertising or consulting service, advice or instruction;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection, engineering, or architectural service, advice or instruction;
- (4) Medical, surgical, psychiatric, chiropractic, chiropody, physiotherapy, osteopathy, acupuncture, dental, x-ray, nursing or any other health service, treatment, advice or instruction;
- (5) Any psychological therapy or any other counseling or mental health service, treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including but not limited to cosmetology, tonsorial, tattooing, tanning or massage;
- (7) Optometry or optical or hearing aid service, treatment, advice or instruction, including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear or other body piercing service, treatment, advice or instruction; or

- (9) Service, treatment, advice or instruction in the practice of pharmacy.
- (10) Electronic data processing, computer consulting or computer programming services, advice or instruction.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering or failure to render of any professional service.

**w. Testing, Evaluating or Consulting**

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

- (1) An error, omission, defect or deficiency:
  - (a) In any test performed, or any evaluation, consultation or advice given by or on behalf of you or any insured; or
  - (b) In experimental data or the insured's interpretation of that data.
- (2) The reporting of or reliance upon any such test, evaluation, consultation or advice.

**x. 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, 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.

**y. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

**3. TENANTS PROPERTY DAMAGE LEGAL LIABILITY**

**Certain Exclusions Not Applicable**

Exclusions c. through n., p., q., r., t., u., v. and w. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, if such "property damage" arises out of a Covered Cause Of Loss provided under the BUSINESSOWNERS PROPERTY COVERAGE FORM. A separate limit of insurance, called Tenants Property Damage Legal Liability Limit, applies to this coverage as described in Section III. LIMITS OF INSURANCE.

**B. COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. INSURING AGREEMENT**

- a. We will pay those sums up to the applicable Limit of Insurance 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 for which there is coverage under this policy.

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 sole 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, including any duty we have to defend "suits", does not apply to personal and advertising injury:

- a. **Knowing Violation Of Rights Of Another**  
Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**  
Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Act**  
Arising out of a criminal act committed by or at the direction of any insured or a criminal act committed by another for which any insured is held to be vicariously liable.  
HOWEVER, this exclusion does not apply to "personal injury" resulting from the use of reasonable force to protect persons or property.
- e. **Contractual Liability**

For which the insured has assumed liability in a contract or agreement. HOWEVER, 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**

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**

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 Price**

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

HOWEVER, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

### j. **Insureds In Media And Internet Type Business**

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 Section V. DEFINITIONS.

### k. **Electronic Chatrooms Or Bulletin Boards**

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**

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**

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

n. **Pollution-Related**

With respect to any loss, cost or expense arising out of any:

- (1) Request, demand or order 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**

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 government authority in hindering or defending against any of these.

p. **Recording and Distribution Of Material In Violation Of Law**

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, 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.

q. **Laws**

Any liability or legal obligation of any insured arising out of any of the following:

- (1) Any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, parenthood, religion or religious belief, age, economic status, income, medical condition, pregnancy, or mental or physical disability;
- (2) Any workers' compensation, unemployment compensation, disability benefits law, or any other statutory benefits law;
- (3) The Migrant and Seasonal Agricultural Worker Protection Act;
- (4) Any state, federal or governmental antitrust statute or regulation, including but not limited to the Racketeer Influenced and Corrupt Organizations Act (RICO), the Securities Act of 1933, the Securities Exchange Act of 1934, or any state Blue Sky law;
- (5) The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974; or
- (6) Any other similar statutes, ordinances, orders, directives or regulations;

r. **Abuse or Molestation**

Arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (2) The negligent:
  - (a) Employment;
  - (b) Investigation;
  - (c) Supervision;
  - (d) Reporting to the proper authorities, or failure to so report; or

(e) Retention;  
of a person for whom any insured is  
or ever was legally responsible and  
whose conduct would be excluded by  
Paragraph (1) above;

s. **Employment Practices**

To:

(1) A person arising out of any:

- (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 or discrimination directed at that person; 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 of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above 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;

t. **Asbestos, Electromagnetic, Lead or Radon**

Arising out of:

- (1) Asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;
- (2) Electromagnetic emissions or radiation including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure,

existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of electromagnetic emissions or radiation or any other duty involving electromagnetic emissions or radiation;

- (3) Lead including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead; or
- (4) Radon or any other radioactive emissions, manmade or natural, including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of radon or any other radioactive emissions or any other duty involving radon or other radioactive emissions;

u. **Fiduciary Responsibility**

That arises out of the ownership, maintenance or use, including all related operations, of property in relation to which you or any insured is acting in any fiduciary or representative capacity This exclusion does not apply if you are; a trust, as described in Section II. WHO IS AN INSURED.;

v. **Professional Services**

That arises out of or is a result of the rendering of, or failure to render, any professional service, treatment, advice or instruction. This exclusion includes, but is not limited to any:

- (1) Legal, accounting, insurance, real estate, financial, advertising or consulting service, advice or instruction;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection, engineering, or architectural service, advice or instruction;
- (4) Medical, surgical, psychiatric, chiropractic, chiropody,

physiotherapy, osteopathy, acupuncture, dental, x-ray, nursing or any other health service, treatment, advice or instruction;

- (5) Any psychological therapy or any other counseling or mental health service, treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming, including but not limited to cosmetology, tansorial, tattooing, tanning or massage.
- (7) Optometry or optical or hearing aid service, treatment, advice or instruction, including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear or other body piercing service, treatment, advice or instruction; or
- (9) Service, treatment, advice or instruction in the practice of pharmacy; or
- (10) Electronic data processing, computer consulting or computer programming services, advice or instruction.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the offense which caused the "personal and advertising injury" involved the rendering or failure to render of any professional service.

**w. Testing, Evaluation or Consulting**

Arising out of:

- (1) An error, omission, defect or deficiency:
  - (a) In any test performed, or any evaluation, consultation or advice given by or on behalf of you or any insured; or
  - (b) In experimental data or the insured's interpretation of that data.
- (2) The reporting of or reliance upon any such test, evaluation, consultation or advice.

**C. 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 one year 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. **Athletic 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.

**D. 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 \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - 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 \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". HOWEVER, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - 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. 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.

## II. WHO IS AN INSURED

### 1. If you are:

- 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. A trust, you are an insured. Your trustee or co-trustees are also insureds, but only with respect to their duties as a trustee in connection with your property, operations and activities.
- e. 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.

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

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a

partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

HOWEVER, none of these "employees" or "volunteer workers" is an insured 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), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.

**HOWEVER:**

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- 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. 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.

**5. Automatic Additional Insureds**

Any of the following persons or organizations are automatically insureds when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy providing general liability coverage.

HOWEVER, the insurance afforded to any of the following additional insureds only applies to the extent permitted by law and will not be broader than that which you are required by the contract or agreement to provide for any of the following additional insureds.

**a. Co-Owners of Insured Premises**

Any person or organization with whom you co-own a premises insured under this policy is an additional insured, but only with respect to their liability as the co-owner of such premises.

HOWEVER, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

**b. Controlling Interest**

Any person or organization that has a controlling interest in you is an additional insured, but only with respect to liability arising out of:

- (1) Their financial control of you; or
- (2) Their ownership, maintenance or control of premises you lease or occupy;

subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when they cease to have such controlling interest in you.

**c. Grantor of Franchise or License**

Any person or organization that has granted you a franchise or license by written contract or agreement is an additional insured, but only with respect to their liability as the grantor of a franchise or license to you.

HOWEVER, their status as additional insured under this policy ends when their contract or agreement with you granting the franchise or license ends.

**d. Lessors of Leased Equipment**

Any person or organization from whom you lease equipment by written contract or agreement is an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by that person or organization, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury" or "property damage" arising out of, in whole or in part, or results from, in whole or in part, the active negligence of such person or organization.

HOWEVER, their status as additional insured under this policy ends when their contract or agreement with you for such leased equipment ends.

e. **Managers or Lessors of Leased Premises**

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability arising out of your use of that part of the premises leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

f. **Mortgagee, Assignee or Receiver**

Any person or organization who has status as mortgagee, assignee or receiver of your property is an additional insured, but only with respect to their liability as mortgagee, assignee or receiver arising out of your ownership, maintenance, or use of such premises, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.

g. **Owners or Other Interest from Whom Land has been Leased**

Any person or organization from whom you lease premises is an additional insured, but only with respect to their liability arising out of your maintenance or use of that part of the land leased to you, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to structural alterations, new construction or demolition operations performed by or for such person or organization.

HOWEVER, their status as additional insured under this policy ends when you cease to lease that land.

h. **State or Political Subdivisions - Permits Relating to Premises**

Any state or political subdivision which has issued a permit in connection with premises insured by this policy which you own, rent, or control is an additional insured, but only with respect to the following hazards:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

HOWEVER, their status as additional insured under this policy ends when the permit ends.

### III. LIMITS OF INSURANCE AND DEDUCTIBLE

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

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. **General Aggregate Limit of Insurance**  
(Other than Products-Completed Operations)

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.

The General Aggregate Limit applies separately to each of your described premises. For the purposes of this provision, premises means involving the same or connecting lots, or premises whose connection is interrupted only by a public

street, roadway or waterway, or railroad right-of-way.

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

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 of Insurance**

Subject to paragraph 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 of Insurance**

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

- a. Damages under COVERAGE A; and
- b. Medical expenses under COVERAGE C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Tenants Property Damage Legal Liability Limit of Insurance**

Subject to paragraph 5. above, the Tenants Property Damage Legal Liability Limit is the most we will pay under COVERAGE A for damages because of all "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence".

**7. Medical Payments Limit of Insurance**

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

8. The Limits of Insurance of this policy 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.

**9. Property Damage Deductible**

If a deductible amount is shown in the Liability Declarations, the following provisions apply:

- a. If a deductible amount for Property Damage is shown in the Liability Declarations, any obligation by us under this policy to pay sums on your behalf because of "property damage", applies only to sums in excess of the deductible amount shown in the Declarations for any one "occurrence".
- b. If a deductible amount for Car Wash Property Damage is shown in the Liability Declarations, any obligation by us under this policy to pay sums on your behalf because of "property damage", applies only to sums in excess of the deductible amount shown in the Declarations for any one claim.
- c. If we pay all or any part of a deductible to settle any claim or "suit", upon notification of such payment by us, you shall promptly reimburse us for the amount of the deductible that has been paid by us.

**IV. LIABILITY CONDITIONS**

The following conditions apply in addition to the COMMON POLICY CONDITIONS.

**1. Bankruptcy**

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

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

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

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit";
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply; and
  - (5) Agree to be examined under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim or "suit". At our option and expense, any examination under oath may be video or audio taped as well as being recorded by stenographic record. In the event of an examination, an insured's answers must be signed.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- 3. Legal Action Against Us**  
No person or organization has a right under this policy:
- 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 policy 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 policy 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. Separation Of Insureds**  
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned

in this policy 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.

## V. DEFINITIONS

The terms "you", "your", "we", "us", "our" and "insured" are defined in the Preamble of this Coverage Form. The following words or phrases, which appear in quotation marks throughout this Coverage Form and any of its endorsements, are defined as follows:

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

HOWEVER, "auto" does not include "mobile equipment".
3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **"Coverage territory"** means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a. above; or

- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in paragraph a. above; or
  - (2) The activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; or
  - (3) "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 a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

- 5. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 7. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. **"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:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
- 9. **"Insured contract"** means:
  - a. A contract for a lease of premises.  
HOWEVER, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;

- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in paragraph (2) above and supervisory, inspection, architectural or engineering activities.
- 10. **"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".
  - 11. **"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".

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

- a. Bulldozers, forklifts, farm machinery, farm implements and other vehicles designed for use or used principally off public roads. This includes motorized golf carts, snowmobiles, and other land vehicles designed for recreational use;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles, other than snowmobiles, 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 paragraphs 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 paragraphs 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) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; and
- (3) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

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

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

14. **"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 occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written 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 or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, petroleum products and their



derivatives, chemicals and waste. Such irritants or contaminants are "pollutants" whether or not they have any function in your business, operations, premises, sites or locations.

Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed and livestock, poultry or other animal excrement.

**16. "Products-completed operations hazard":**

- a. Includes "bodily injury" and "property damage" occurring away from premises you own, 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 the job site has been put to its intended use by any person or organization other than another contractor or subcontractor involved in the same project.When it may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.
- HOWEVER, if your business includes the selling, leasing or distribution of "your product" for consumption on premises you own or rent, all "bodily injury" and "property damage" that arises out of "your product" is included if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the damage arises out of a collision with or on a vehicle not owned or controlled by you, and that condition was not caused by the "bodily injury" or

unloading" of that vehicle by any insured; or

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

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

As used in this definition, electronic data means information, facts or programs stored as, 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.

**18. "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.

**19. "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.**

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

**21. "Your product":**

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold,

- handled, distributed or disposed of by:
- (a) \_\_\_\_\_;
  - (b) \_\_\_\_\_ers trading under your name;
  - (c) \_\_\_\_\_ person or organization whose business or association you have acquired; and
- (2) Components (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.
22. "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.

All terms and conditions of this policy apply unless modified by this endorsement.

**BUSINESS TAX CERTIFICATE****CITY OF AZUSA**

The person, firm or corporation named below is granted this certificate pursuant to the provisions of the City Business Tax Ordinance. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

**Business Name:** United Water Works, Inc.  
**Business Location:** 1313 E HUNTER AVE, SANTA ANA, CA 92705-4133  
**1st Contact Name:** Jerry Canada  
**2nd Contact Name:** United Water Works, Inc.

**Account #:** 038308

**Description:** WATER WORKS SUPPLIES

**Effective Date:** June 09, 2020

**Expiration Date:** May 31, 2021

UNITED WATER WORKS, INC.  
1313 E HUNTER AVE  
SANTA ANA, CA 92705-4133

TO BE POSTED IN A CONSPICUOUS PLACE OR CARRIED IN VEHICLE

NOT TRANSFERABLE