

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

COUNTY OF TULARE  
SERVICES AGREEMENT  
Installation Services

THIS AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_, between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and **Development Group Inc. (DGI)**, a California corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain services of the CONTRACTOR for the purpose of installation services of workstations and monitors;
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the services required; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of \_\_\_\_\_ and expires at 11:59 PM on 30-JUN-2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. **SERVICES:** See attached Exhibits A

3. **PAYMENT FOR SERVICES:** See attached Exhibits A

4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit B**.

5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	<b>Exhibit D</b>	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at <a href="http://tularecountycounsel.org/default/index.cfm/public-information/">http://tularecountycounsel.org/default/index.cfm/public-information/</a>
<input type="checkbox"/>	<b>Exhibit __</b>	

7. **NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

TULARE COUNTY AGREEMENT NO. \_\_\_\_\_

**COUNTY OF TULARE  
SERVICES AGREEMENT  
Installation Services**

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**COUNTY:**

Peg Yeates  
Tulare County Information & Communications  
Technology (TCICT)  
221 S. Mooney Blvd, RM9E

Phone No.: (559) 636-4800  
Fax No.: (559) 730-2568

**With a Copy to:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrel Ave.  
Visalia, CA 93291  
Phone No.: 559-636-5005  
Fax No.: 559- 733-6318

**CONTRACTOR:**

DEVELOPMENT GROUP INC.

Phone No.: (530) 229-0071  
Fax No.: (530) 248-3415

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**8. AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**9. COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.


[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE  
SERVICES AGREEMENT  
Installation Services**

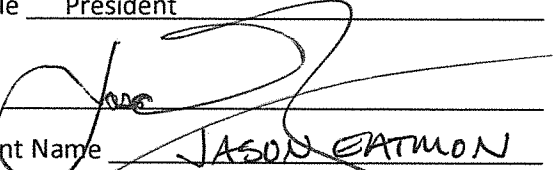
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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 9-13-2018

**DEVELOPMENT GROUP INC.**  
By   
Print Name: Dan Lockwood  
Title President

Date: 9/17/2018

By   
Print Name JASON EATMON  
Title VP BUSINESS DEVELOPMENT

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having record keeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date: \_\_\_\_\_ By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

Date: \_\_\_\_\_ By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

Date: \_\_\_\_\_ By \_\_\_\_\_  
Deputy  
Matter # \_\_\_\_\_



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## Statement of Work for Proposal 19729

### Project Background and Work Summary – TulareWORKS Equipment Refresh

Tulare County (the “County”) is located on the southern edge of California’s Central Valley. The County serves approximately 442,179 residents. Contains most of the Sequoia National Park and the Sequoia National Forest. Currently the County is refreshing their PC infrastructure. This equipment is distributed across eight geographical sites throughout the County. This proposal includes the details regarding the replacement of these workstations. The goals for this project include:

- Install replacement workstations and monitors at eight locations throughout Tulare County
- Change PC Name to match asset tag
- Associate required printers to PCs
- Provide requisite install documentation to the County
- Return all old gear back to the County Warehouse

### Assumptions Used to Create this Statement of Work

The following information has been supplied by the Customer and used for various aspects of system design and professional services scoping:

1. All work stations contain one (1) PC and two (2) monitors
2. Hours of access will be: weekdays 5:00 pm to 10:00 pm; and weekends 8:00 am to 10:00 pm.
3. The County will provide the required documentation forms.
4. Devices are currently housed at a central warehouse and will need to be delivered to each site.

The following assumptions have been made by the Company in preparing this Statement of Work based on its own experiences and judgement. Any changes to project scope that result from any of these assumptions shall not create liability on behalf of the Company.

5. Imaging of workstation PC’s is not included in this proposal.
6. All work stations will be free of fragile personal items, and incidental clutter.
7. All workstations will be clearly labeled, or have maps provided, for proper identification and installation of devices.
8. Any personal mice or keyboards must be properly identified as “not to be removed.”
9. Company will have all required credentials to login to each workstation.
10. County IT preferred OS updates are not included in this proposal.



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## **Project Milestones and Payment Schedule**

The major milestones, related tasks and resulting schedule for this project will be constructed during the first 30 days after contract execution using input from the Customer and the project manager(s) responsible for the schedule of the related predecessor project(s).

Any delay in the performance of the Company's obligations to the Customer which is caused by the Customer, its other contractors or suppliers shall be treated as an extension and the delivery schedule and time for performance shall be extended for a period reflecting the delay caused by the extension or suspension. The Company shall resume any suspended work at the earliest possible opportunity when directed to do so by the Customer, with respect to obligations to other customers and considering available personnel.

Invoicing, and subsequent payment, for all products related to this project will be done in accordance with the terms and conditions of the governing Master Agreement.

An initial invoice for 10% of the value for this Statement of Work will be submitted to the Customer at contract signing and shall represent financial consideration for the following work performed by the Company:

- Allocation of engineering resources for design and scheduling meeting(s)
- Development of a project charter and preliminary project plan
- Site Survey(s) and meeting with Customer's low-voltage contractor for the purpose of coordinating services (if required)

Subsequent invoicing for services performed on this project will be submitted to the Customer every two (2) weeks, in arrears, for services rendered during the preceding two (2) week period. Prompt payment of services invoices is guaranteed by the Customer and will be made in accordance with the terms and conditions of the governing Master Agreement.

As per proposal 19729, the initial value for the implementation of this Statement of Work is \$146,137.50. The product cost subtotal for the project is \$0.00. The resulting total cost for the project is \$146,137.50.



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## **Installation Site Address(es)**

VDO

1845 North Dinuba Blvd in Visalia

TDO

458 East O'Neal Street in Tulare

LDO

900 North Sequoia in Lindsay

DDO

1066 North Alta Ave in Dinuba

PDO

1055 West Henderson in Porterville

TPC

26644 South Mooney Blvd in Visalia

PDC

4025 West Noble in Visalia

GP

5957 South Mooney Blvd in Visalia

TCITC Warehouse

2200 West Midvalley Ave. in Visalia



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### Project Stakeholders

Name	Project Role	Contact Information
TBD		

### Project Team Members

Name	Project Role	Contact Information
Natalie Slocum	Account Manager	<a href="mailto:nslocum@development-group.net">nslocum@development-group.net</a> Office: 530-646-3673
Scott Winsick	Design Architect	<a href="mailto:swinsick@development-group.net">swinsick@development-group.net</a> Office: 530-510-4302
TBD	Project Manager	
Paul Rittell	Engineer III, Collaboration	<a href="mailto:prittell@development-group.net">prittell@development-group.net</a> Office: 530-646-3535
Chris Kelly	Interim Practice Manager, Enterprise Networking	<a href="mailto:ckelly@development-group.net">ckelly@development-group.net</a> Office: 530-510-4304
Doug Boucher	Practice Manager, Installation Services	<a href="mailto:dboucher@development-group.net">dboucher@development-group.net</a> Office: 530-646-3569

### Project Escalation Plan

Name	Project Role	Contact Information
Dan Lockwood	President	<a href="mailto:dlockwood@development-group.net">dlockwood@development-group.net</a> Office: 530-229-0071
Tony Jenkins	Director, Operations	<a href="mailto:tjenkins@development-group.net">tjenkins@development-group.net</a> Office: 530-510-4311
Greg Drake	Engineering Manager	<a href="mailto:gdrake@development-group.net">gdrake@development-group.net</a> Office: 530-510-4308
TBD	Project Manager	





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## **Development Group, Inc. (the “Company”) Responsibilities**

Company will install the following equipment:

- One Thousand Two Hundred Ninety Nine (1,299) individual workstations. Workstations will include the following:
  - One (1) PC
  - Two (2) monitors, with Stands
  - One (1) Mouse
  - One (1) Keyboard
  
- All existing workstation equipment will be removed. This includes:
  - One (1) PC
  - Two (2) monitors, with Stands
  - One (1) Mouse
  - One (1) Keyboard

Company will perform the following configuration:

### **GENERAL**

- All workstations will have the following services performed:
  - Initial power on and boot.
  - Login and rename each PC to match the County provided documentation
  - Connect workstation to local network and required printers.
  - Print a test print page and attach to workstation monitor.

### **EXISTING EQUIPMENT**

- All existing equipment will be organized, and securely packaged for transport. All gear will be returned the warehouse



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**Company will provide the following administration and documentation:**

- Provide detailed documentation regarding asset tags, serial numbers and site to the Customer.
- Test all installed hardware and software for proper operation using a detailed test plan that will be developed jointly by both parties.
- Company will clear all work areas of shipping cartons, packaging and debris created by the Company at the conclusion of each work day.
- Company will de-install and return to the County all items that have been identified as "removal" equipment per the terms of the sales agreement. The Company will not be responsible for removing any low voltage cabling, station cabling, Ethernet patch cords, power cords, UPS(es), PDU(s) or any furniture or fixtures.
- Company will maintain a master task list and schedule of all project milestones and work items. Customer understands and agrees that the master task list and schedule maintained by the Company will be the definitive document set by which the project will be managed.
- Company will conduct regular project status meetings with appropriate project stakeholders, and other interested third-parties, weekly or as otherwise agreed to by both parties. The Company will record meeting minutes, maintain an issues list and list action items for subsequent meetings. Meeting minutes and supporting documentation will be distributed to attendees, project stakeholders and third-parties at the conclusion of each meeting.



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## Customer Responsibilities

- Make DNS changes both internally and externally with the DNS registrar.
- Provide a Customer representative that will be the primary point of contact for this project and which will be available, at a minimum, to meet weekly with all project stakeholders. The Customer representative must have authorization to incur charges and make decisions which will affect the successful implementation of the project, and must be able to provide or arrange physical access to all areas of the facility(ies) which will receive installed equipment as part of this project.
- Provide accurate scale drawings and/or “blueprints” of the Customer’s facility(ies) as may be required for the execution of this Statement of Work.
- Provide all station cabling, Ethernet patch cords, additional necessary power cords and any other necessary cables unless specified explicitly elsewhere in this statement of work or associated proposal(s).
- Ensure all workstations are free of clutter and obstructions, Company will not move any trash, furniture, or fixtures.
- Provide a meeting place appropriate to the size of the audience and content presented (room, furniture, seating, etc.) for all training sessions and/or other presentations which are to be made by the Company.
- Provide all operating system licensing not specifically included in this Statement of Work or associated proposal(s).
- Order and/or activate any necessary telecom services and/or features that may be necessary for this project. Customer understands and agrees that they will be solely and completely responsible for the order and/or activation of any telecom services. Customer may optionally request Company to act as the Customer’s authorized agent to complete this work at an additional cost.
- Coordinate installation schedules with Company; all work shall be scheduled during normal business hours or scheduled as otherwise specified in this Statement of Work. Changes to the project timeline which are the result of work, or lack thereof, by the Customer and/or Customer’s agents may result in additional charges.
- Provide an on-site authorized Customer representative at all times when Company staff is engaged in work at a Customer’s facility and/or co-located datacenter space. The on-site Customer representative must be able to provide physical access to all areas of the facility(ies) which will receive installed equipment as part of this project including disabling any burglar alarm system(s) and/or unlocking any doors. Physical access restrictions dramatically reduce work efficiency and my result in additional costs being assessed to the Customer.
- Participate in a per-site quality acceptance process with the Company’s Project Manager or Program Manager at the conclusion of the project, or in the case of a multi-phase project, at the conclusion of each phase.
- Provide a list of all IT services and/or applications that will be included in the project test plan including the following information for each:
  - What is the application or service?
  - How is it used by the organization (or users)?
  - Who is the application or service owner? What is their contact information?
  - How is the application or service tested? E.g. using a web browser, FTP, login credentials, special software required, etc.
  - What is the expected result of the application tests? E.g. run a report, command output, execute payment transaction, etc.; provide a sample for each expected result.
  - Does the application or service have any dependencies on other IT services or applications? E.g. Active Directory, storage subsystem(s), VMWare, RADIUS, database server(s), etc.
- Schedule, coordinate and notify end users of any planned network or facility service interruptions required during the execution of this Statement of Work.



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- At such time as the Company begins work on any computer or other system of the Customer, the Customer shall provide the Company all applicable passwords and other information required for the Company to access such systems and perform services thereon or with respect thereto. The furnishing of any such password or other information shall be conclusively deemed to include the authorization and approval of any federal, state or local governmental agency or authority for the Company to access and work on the systems.
- Notify the Company of any defects with the installation services described herein within thirty (30) days after the date of the system cutover. In the event of multiple cutover dates (e.g. multi-site deployment), a thirty (30) day period will apply to the services provided during each individual cutover. Any defects reported by the Customer to the Company beyond thirty (30) days after the conclusion of this project will be deemed to be a separate work effort outside of this SoW and will be undertaken at the direction of the Customer for additional cost.
- Execute changes to any existing IT or facility system which is not specifically included in this Statement of Work but which may be necessary for the successful implementation thereof.



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## General

- Company reserves the right to assess additional change charges to the Customer for indirect expenses due to missed appointments. This includes the absence of an authorized Customer representative during on-site work. These may also include the associated standby time for Field Engineers, travel time/costs for return visit, and/or additional equipment shipping costs.
- It is the responsibility of the Customer to maintain current backups of all stored data. Company assumes no responsibility and/or liability for the loss of any Customer data.
- All changes to this Statement of Work, whether requested by the Company or the Customer will be via the attached Change Request form.
- Upon the presentation of a Work Acceptance Certification document, the Customer will either agree to the completion of the work described therein or provide a detailed, written account of the work items in dispute. If neither the Work Acceptance Certification document nor a valid dispute have been returned to the Company within five (5) business days, the work items described in the Work Acceptance Certification document shall be deemed to have been accepted by the Customer.
- Any quantity of pre-allocated hours including, but not limited to, end-user training, administrative training and/or project management which is not consumed during the course of this Statement of Work may not be applied to other work efforts and shall not obligate the Company to further work beyond the conclusion of this Statement of Work.

I authorize the foregoing statement of work and direct the Company to immediately begin the fulfillment thereof:

**"CUSTOMER"**

Print Name: \_\_\_\_\_

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



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### Change Request Form (Sample)

August 30, 2018

In reference to the "Master Service Agreement" executed between Development Group, Inc., the ("Company"), and Tulare County, the ("Customer"), both parties hereby certify, by the signature of an authorized representative, this Change Request Form will amend and be fully incorporated into the existing Statement of Work (SoW).

1. Change request number for this project:
2. Reason for Change Request:
3. Changes to the SoW:
4. Schedule impact:
5. Cost impact:

SoW / Change Request	Product(s)	Services and/or T&E	Total
Original value of SoW	\$	\$	\$
Value of Change Request #	\$	\$	\$
New value of SoW	\$	\$	\$

6. Purchase order issuance (if applicable): Customer shall issue a written Purchase Order to Company, or shall issue an amendment to its original Purchase Order issued under this SoW, for the total amount of \$

Except as changed herein, all terms and conditions of the SoW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Request to be fully executed.

**"CUSTOMER"**

**"COMPANY"**

Print Name: \_\_\_\_\_

Development Group, Inc.

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

\_\_\_\_\_

Daniel Lockwood  
President



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### Work Acceptance Certification (Sample)

August 30, 2018

Project name:

Project number: #####

Project manager:

Customer:

Description of the work completed:

<input type="checkbox"/> Project complete	<input type="checkbox"/> Phase complete	<input type="checkbox"/> Major deliverable complete
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In reference to the "Master Service Agreement" executed between Development Group, Inc., the ("Company"), and Tulare County, the ("Customer"), both parties hereby certify, by the signature of an authorized representative, that this project, project phase, or major deliverable meets or exceeds the agreed-upon performance standards for scope, quality, schedule and cost. The Customer further agrees that documentation for all relevant security, legal and regulatory requirements have been furnished by the Company and/or have been reviewed by the Customer.

Additional remarks:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Work Acceptance Certification to be fully executed.

**"CUSTOMER"**

**"COMPANY"**

Print Name: \_\_\_\_\_

Development Group, Inc.

\_\_\_\_\_

\_\_\_\_\_

Daniel Lockwood  
President

# EXHIBIT B

DEVEGRO-01

MARIAC



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/24/2018

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> McDermott Costa Co., Inc. Cook Insurance Services 1045 MacArthur Blvd. San Leandro, CA 94577	<b>CONTACT NAME:</b> Maria Costa <b>PHONE (A/C, No, Ext):</b> 146 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mariac@mcdermottcosta.com <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 75%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 25%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Massachusetts Bay Ins. Co.</td> <td style="text-align: center;">22306</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit</td> <td style="text-align: center;">41840</td> </tr> <tr> <td>INSURER C : The Hanover Insurance Group</td> <td></td> </tr> <tr> <td>INSURER D : United States Liability Insurance Group</td> <td style="text-align: center;">25895</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Massachusetts Bay Ins. Co.	22306	INSURER B : Allmerica Financial Benefit	41840	INSURER C : The Hanover Insurance Group		INSURER D : United States Liability Insurance Group	25895	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
<b>INSURED</b>  Development Group, Inc. P.O. Box 991484 Redding, CA 96099-1484															

**COVERAGES                          CERTIFICATE NUMBER:                          REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	ODF9891681	<b>03/27/2018</b>	<b>03/27/2019</b>	<table style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
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<b>B</b>	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AWFA137163	<b>10/26/2017</b>	<b>10/26/2018</b>	<table style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$	EACH OCCURRENCE	\$	AGGREGATE	\$		\$
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AGGREGATE	\$																						
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<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>X</b>	WBF9891683	<b>03/27/2018</b>	<b>03/27/2019</b>	<table style="width: 100%;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE    <input type="checkbox"/> OTHER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000								
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$																						
E.L. EACH ACCIDENT	\$ 1,000,000																						
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																						
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																						
<b>D</b>	<b>Tech Prof Liability</b>			TK1005543H	<b>05/04/2018</b>	<b>05/04/2019</b>	<b>Each Claim</b> 3,000,000																
<b>D</b>				TK1005543H	<b>05/04/2018</b>	<b>05/04/2019</b>	<b>Annual Aggregate</b> 3,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The County, its officers, agents, officials, employees and volunteers are named Additional Insured for General Liability as respects liability arising out of work or operations performed by or on behalf of the named insured as required by written contract. Insurance is primary and non-contributory. Waiver of Subrogation applies in favor of The County, its officers, agents, officials, employees and volunteers as required by written contract.  
 Coverages shall not be cancelled except after thirty (30) days prior notice has been provided unless cancelled for non-payment of premium, then ten (10) days notice shall be given.

**CERTIFICATE HOLDER                          CANCELLATION**

County of Tulare 5957 Mooney Blvd. Visalia, CA 93277-9394	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

**Additional Insured by Contract, Agreement or Permit**

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
- (4) To any:
  - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
  - (b) Managers or lessors of premises if:
    - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
    - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

e. All other insuring agreements, exclusions, and conditions of the policy apply.

## 2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

### Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
  - (3) Will not be broader than coverage provided to any other insured; and
  - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
    - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
  - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

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

### 3. Alienated Premises

**SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property**, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

### 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

### 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

**SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

**6. Personal Injury - Broad Form**

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

**7. Product Recall Expense**

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

**o. Recall of Products, Work or Impaired Property** is replaced by the following:

**o. 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, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.:**

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

**Product Recall Expense Limits of Insurance**

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Remuneration paid to your regular "employees" for necessary overtime;
  - (4) Hiring additional persons, other than your regular "employees";
  - (5) Expenses incurred by "employees" including transportation and accommodations;
  - (6) Expenses to rent additional warehouse or storage space;
  - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

**8. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

**Representations**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**9. Unintentional Failure to Notify**

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION III - COMMON POLICY CONDITIONS**:

### M. Other Insurance

#### 1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C - Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II - LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

##### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not

described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE\*

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHEN REQUIRED BY A WRITTEN CONTRACT

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:

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

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

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

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

The additional premium for this endorsement shall be 2% % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

<b>Person or Organization</b>	<b>Job Description</b>
ONLY WHERE REQUIRED BY	CONTRACT

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

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

Endorsement Effective 03/27/2018  
Insured

Policy No. WBF-9891683-05

Endorsement No.  
Premium \$

Insurance Company CITIZENS INSURANCE COMPANY OF AMERICA

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