



## PROFESSIONAL/CONSULTING SERVICES AGREEMENT

### 1. **PARTIES**

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and ADVANCED SYSTEMS GROUP (“Contractor”), a for Design & Implementation for Modernization of Broadcast TV & Community Hall Integration, and is effective on the last date signed below (“Effective Date”).

### 2. **SERVICES**

**2.1** Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

**2.2** Contractor’s duties and services under this agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

### 3. **TIME OF PERFORMANCE**

**3.1** This Agreement begins on the Effective Date and ends on August 30, 2027 (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on the effective date and shall be completed by August 30, 2027. The City’s appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

**3.2 Schedule of Performance.** Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

**3.3 Time is of the essence** for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

#### **4. COMPENSATION**

**4.1 Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$1,100,000.00 (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

**4.2 Invoices and Payments.** Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

#### **5. INDEPENDENT CONTRACTOR**

**5.1 Status.** Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker’s compensation, or other benefits from the City.

**5.2 Contractor’s Qualifications.** Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

**5.3 Permits and Licenses.** Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

**5.4 Subcontractors.** Only Contractor’s employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

**5.5 Tools, Materials, and Equipment.** Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

**5.6 Payment of Benefits and Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor’s business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. In the event

that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and actual attorney's fees incurred by City in connection with the above.

## **6. PROPRIETARY/CONFIDENTIAL INFORMATION**

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

## **7. OWNERSHIP OF MATERIALS**

**7.1 Property Rights.** Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

**7.2 Copyright.** To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

**7.3 Patents and Licenses.** Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

**7.4 Re-Use of Work Product.** Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

**7.5 Deliverables and Format.** Contractor must provide electronic and hard copies of the Work

Product, on recycled paper and copied on both sides, except for one single-sided original.

## **8. RECORDS**

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

Contractor acknowledges that certain documents generated or received by Contractor in connection with the performance of this Agreement, including but not limited to correspondence between Contractor and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Contractor shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

## **9. ASSIGNMENT**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

## **10. PUBLICITY/SIGNS**

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

## **11. INDEMNIFICATION**

**11.1** To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;

- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

**11.2** Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

**11.3** Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

**11.4** Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, or a purchase order, or other transaction.

**11.5** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

**11.6** This Section 11 shall survive termination of the Agreement.

## **12. INSURANCE**

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

## **13. COMPLIANCE WITH LAWS**

**13.1 General Laws.** Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

**13.2 Labor Laws.** Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

**13.3 Discrimination Laws.** Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

**13.4 Conflicts of Interest.** Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

**13.5 Remedies.** Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

#### **14. PROJECT COORDINATION**

**City Project Manager.** The City assigns Teri Gerhardt as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

**Contractor Project Manager.** Subject to City approval, Contractor assigns John Shike as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

#### **15. ABANDONMENT OF PROJECT**

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten



percent (10%) of the total time expended to date in the performance of the Services.

**16. TERMINATION**

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

**17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

**18. ATTORNEY FEES**

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

**19. THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of this Agreement.

**20. WAIVER**

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

**21. ENTIRE AGREEMENT**

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

**22. INSERTED PROVISIONS**

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as

appropriate.

**23. HEADINGS**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

**24. SEVERABILITY/PARTIAL INVALIDITY**

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

**25. SURVIVAL**

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

**26. NOTICES**

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

<p>To City of Cupertino Office of the City Manager 10300 Torre Ave. Cupertino, CA 95014</p> <p>Attention: Teri Gerhardt Email: terig@Cupertino.org</p>	<p>To Contractor: ADVANCED SYSTEMS GROUP 1226 POWELL STREET  EMERYVILLE CA 94608</p> <p>Attention: John Shike Email: jshike@asgllc.com</p>
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**27. EXECUTION**

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.



**IN WITNESS WHEREOF**, the parties have caused the Agreement to be executed.

**CITY OF CUPERTINO**

A Municipal Corporation

**CONTRACTOR**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CHRISTOPHER D. JENSEN  
Cupertino City Attorney

**ATTEST:**

\_\_\_\_\_  
KIRSTEN SQUARCIA  
City Clerk

Date \_\_\_\_\_

December 3, 2024

The City of Cupertino  
**Attn:** Teri Gerhardt, CGCIO

City Hall  
10300 Torre Avenue  
Cupertino, CA 95014-3255

Dear Teri & Team,

Thank you for the opportunity to submit the enclosed response to your Request for Proposal. We are excited to be part of this project and believe that Advanced Systems Group, LLC (ASG) can offer the knowledge, products and services needed to effectively implement the technology solutions planned for your project.

Our proposal addresses the needs you identified in the RFP. It also provides you with an overview of our capabilities and experience and outlines how ASG can make it easier for you to meet your objectives.

ASG is known for building successful partnerships with our clients and we look forward to proving ourselves, once again, to your team. We know we can make a difference through our understanding of how your teams work and by using those insights to effectively implement the project.

We look forward to the opportunity to review our proposal with you in detail and move this project forward.

Please feel free to contact us should you have any questions.

Sincerely,



Michele Ferreira  
Vice President, Systems Integration & Support  
Advanced Systems Group, LLC  
[mferreira@asgllc.com](mailto:mferreira@asgllc.com)



**CITY OF CUPERTINO**

**CONSULTING SERVICES FOR THE DESIGN AND  
IMPLEMENTATION FOR MODERNIZATION OF  
BROADCAST TV AND COMMUNITY HALL  
INTEGRATION**

Teri Gerhardt, CGCIO  
CITY HALL • 10300 TORRE AVENUE • CUPERTINO, CA 95014-3255

**August 23, 2024**  
**Revised December 16, 2024**

Prepared by: Mark Warner and John Shike

## OVERVIEW

This proposal identifies the services and activities to be performed by ASG (and/or others as identified herein) relative to the solution for The City of Cupertino (The City). The services, activities, and responsibilities described within the following sections herein characterize the full set of deliverables for this project, thus constitutes the working agreement between ASG and The City of Cupertino. Every effort has been made to identify the scope of the project based on information made available during the engagement to create the scope of work (SOW).

ASG has added to this proposal the cost of the requested lighting upgrades. See Appendix A.

ASG has more than 600 employees worldwide with the largest concentrations in San Francisco Bay Area and Southern California. Our company runs in four business units: Physical System Integration, Workflows and Tools, Managed Services and Software and Cloud defined systems.

## PHASE I: NEEDS ANALYSIS APPROACH

Based on Exhibit A scope of work provided by City of Cupertino, the following services are being requested by the City: the following services are being requested by The City:

The City is in need of consultation services and future design and installation of equipment to be defined within the consultation phase (Phase 1).

To address these issues, ASG will provide the following:

- Project management for coordination between ASG and The City.
- ASG Discovery: (4 days on site)

ASG will provide The City with subject matter experts in sufficient numbers to gather information.

ASG will conduct a thorough assessment of the existing broadcast and facility integrated systems, facility equipment, including video cameras, lighting, and the raising and lowering of blinds.

Through examination and discussion with operators and stake holders we will identify current capabilities, limitations, and areas needing improvement.

ASG will review current delivered system drawings and verify their accuracy and viability for reuse in a new system based on the NDI protocol.

ASG will document all existing equipment, software, and workflows.

ASG will engage with key stakeholders, including city staff, council members, and technical personnel.

ASG will gather requirements, expectations, and suggestions for the new system.

ASG will conduct workshops and interviews to understand the needs and goals of various user groups.

Schedule:

- Each phase schedule to be determined and agreed upon by both parties.
- Day one: meet with representatives from The City and tour the site.
- Day two: Workshops with all stakeholders.
- Day three and four: Separate into groups and perform a detailed examination of the facility.

ASG will then spend 3 weeks compiling our findings from the evaluation and consultations.

ASG will conduct regular 30-minute meetings twice a week with stakeholders during the 3 week period for information exchange between groups.

During the 3-week period ASG will create a detailed needs analysis report outlining the requirements for the new broadcast and integration system.

The report will include:

- Recommendations for system features, capabilities, and improvements.
- Recommendations for equipment to be reused from the existing system when possible. (This determination will be based on age, upgradeability, compatibility and usefulness).
- Deliver Needs Analysis report to The City and conduct a final review of the report with The City to ensure that all objectives are met.

## PHASE II: DESIGN AND DEVELOPMENT APPROACH

At ASG we understand the compelling cloud and NDI advantages, we partner with validated cloud and network technology providers, and we provide support as your partner in all aspects of your cloud and video over IP journey. Our team has been at the forefront of NDI and 2110 remote platform implementation. Our engineers excel in:

- ❖ NDI and Cloud Design
- ❖ Platform Deployment
- ❖ Infrastructure as a Service
- ❖ Application Engineering
- ❖ Workflow Optimization

Our solutions architects and engineers will design the optimal workflow for your needs. Whether full cloud, hybrid cloud, or on-premises our teams provide conceptual design, detailed design, system validation, deployment, and comprehensive documentation.

With our professional services, always-on consulting, training, and our support contracts, our goal is to ensure your cloud journey is successful by providing ongoing engagement and unprecedented expertise.

- I. The first part of the process is to return to the The City of Cupertino Team a conceptual design based on the Needs Analysis and discussions between ASG and The City of Cupertino in a kick-off and design charette. This design will be refined, and budget discussions will be held such that both parties are aware of how the new system will be integrated into the existing system. ASG will assign a Project Manager to facilitate the discussions and maintain a schedule.
- II. ASG will produce a detailed budget that will be approved by the The City of Cupertino as the basis for moving forward with the overall project. At this stage, most of the equipment needs will be included in the budget.
- III. After budget approval, the Approval Design drawing set will be created. During this phase it may be discovered that small necessary components are required to “glue” the old and new systems together and may need to be added. Once discoveries are made, ASG will forward the information to The City of Cupertino for approval and discussions will take place as to the options that are available. The approval of this set of documents will coincide with the approval of the final budget for the project.

## SYSTEM DESIGN DELIVERABLES

- Develop a comprehensive design for the new broadcast and facility integration system. (Detailed Design Drawings, and BOM)
- Proposed Crestron design changes and begin code revisions upon approval.
- Ensure the design supports NDI technology and integrates all required subsystems (lighting, HVAC, cameras, Dais electronics, etc.).
- Create detailed schematics and diagrams for the proposed system architecture. Define technical specifications for all hardware and software components.
- Specify requirements for video quality (HD and 4K), audio quality, storage, network infrastructure, and control interfaces.
- Ensure compatibility with existing infrastructure where necessary.



- Develop a project plan outlining the steps for implementation, testing, and transition. Including timelines, milestones, and resource requirements. Address risk management, quality assurance, and contingency plans.
- Prepare the necessary documentation for vendor bids.
- Evaluate and select vendors for the supply of hardware, software, and implementation services.
- Produce a Customer Furnished Equipment (CFE) in collaboration with stakeholders.
- Ensure vendors meet the technical and operational requirements outlined in the design.
  - ❖ Deliver 100% Design Documentation and final agreed to budget.

## PHASE III: IMPLEMENTATION TESTING AND TRANSITION

- I. Once approved, the Detailed Design Drawings will be created from the Approval Design set and equipment contained in the Approval set will be ordered. Final timelines will be set between ASG and The City of Cupertino and the project will be in full swing.
- II. Installation dates will follow the timelines and installers will red-line any required changes in the Detailed Design Drawings. Deviation in timelines and changes in the Approved Design drawings will be coordinated through the ASG Senior Project Manager and ASG Senior Engineering to ensure that what was designed will not be compromised by the requested changes. Any The City of Cupertino based changes will follow the agreed upon change order procedure.
- III. After commissioning of the system, ASG will receive the red-lined Detailed Design drawing set and produce the final As-Built drawings. Drawings will be provided in electronic format (PDF).

## INSTALLATION DETAILS:

### Procurement and Installation

- ASG's procurement team will oversee the procurement of all hardware and software components based on the agreed to bill of materials.
- Project management will coordinate the installation of the new system, ensuring minimal disruption to ongoing operations.
- Our installation team will do the physical installation of the new system and ASG engineers will supervise the integration of subsystems within the Community Hall.

### System Configuration and Testing

- ASG engineers along with select teams from manufacturers will configure the new system according to the design specifications.
- All systems will be thoroughly tested to ensure all components function correctly and meet performance standards.
- We will perform end-to-end tests, including live broadcasting and facility integration tests.

## Training and Documentation

- ASG teams will provide comprehensive training for city staff on the operation and features of the new system.
- User manuals, technical documentation, and training materials will be provided.
- Conduct hands-on training sessions and workshops.

## Transition and Go-Live Support

- Facilitate a smooth transition from the old system to the new system.
- Provide go-live support to address any issues that arise during the initial phase of operation.
  - ❖ Monitor system performance and make necessary adjustments to ensure optimal functionality.

## Post-Implementation Support

- Implement ongoing monitoring and support services.
- Establish a support plan for maintenance, updates, and troubleshooting.
- Ensure the system remains scalable and adaptable to future needs.

## PROJECT ACTIVITIES

The objectives of this engagement are the following:

### ***Project Management Activities***

Provide a single point of contact for all project management, delivery, and support activities.

Participate in regularly scheduled stakeholder and implementation status meetings.

Coordinate and manage all implementation activities of the project delivery team including:

- Planning and Preparation Phase.
- Component Staging and Deployment.
- Interfacing with Customer's stakeholders and project personnel to communicate implementation status.
- Develop and maintain implementation timeline and resource schedules.

### ***Engineering Activities***

- Collaborate with Customer during the planning and preparation phase.

- Develop Approved Drawing set documentation.
- Collaborate with Customer on an installation plan.
- Participate in regularly scheduled stakeholder and implementation status meetings.
- Participate in deployment, installation, and basic test of system.

## DEPLOYMENT TASKS

The ASG team will assign tasks to facilitate an efficient installation. These tasks will be broken down by type:

- Coordination/Implementation
- Staging
- Deployment

## COORDINATION/IMPLEMENTATION

Project coordination services provide oversight of the organization, direction and control of all project-related efforts required to complete the implementation as defined herein. The ASG Project Manager will manage the ASG components of the project. Status meetings/conference calls will typically be driven by the ASG Project Manager.

### ***ASG Responsibilities***

During the project, the Project Manager will be responsible for:

- Scheduling ASG resources.
- Coordinating required Customer resources and associated tasks (if applicable).
- Procurement, staging and delivery of any ASG purchased equipment or materials.
- Planning installation activities using the agreed upon timeline as a guide.
- Acting as a single point of contact for customer inquires including changes, issue escalation, and acceptance activities.
- On-site project management of installation team's activities as necessary.
- Coordinate with other subcontractors.

### ***Customer Responsibilities***

- Designate a single point of contact and a backup contact for all ASG inquiries.

## STAGING

The below table outlines the responsibilities of ASG and Customer during staging:

### ***ASG Responsibilities***

- Verify equipment against list of materials (LOM) provided by The City.
- Confirm customer furnished equipment (CFE) equipment against Build-to drawing set.
- Unpack and assemble devices.
- Prepare cabling for pulls.

### ***Customer Responsibilities***

- Receive, verify inventory and record serial numbers for the product at the on-site staging location and submit these records to ASG prior to their arrival on site. It is expected that all of the equipment has been verified to ensure that ASG installers will begin installation immediately upon arrival.
- Provide a locked secure location for equipment as it arrives on site.
- Provide ASG with LOM as ordered.
- Maintaining security of the equipment and materials on site is always the sole responsibility of the customer.
- Provide input to ASG for the development of configuration documentation.

## DEPLOYMENT

The below table outlines the responsibilities of ASG and the Customer to ensure successful system deployment:

### ***ASG Responsibilities***

- Confirm the site is ready and “dust free” by the customer and that the building is ready for the installation.
- Install and connect the products to the customer-provided facilities at the agreed upon demarcation points in accordance with the Approved Drawing Set.

- Troubleshoot hardware failures relating to the installation of the product.
- Provide necessary engineering and operational training on installed system.
- Provide technical support for the on-site engineers during installation and basic testing.
- Provide initial workflow development, and documentation (user tech guide).

### ***Customer Responsibilities***

- Identify a coordinator responsible for the services at Customer site.
- Prepare the Customer site in accordance with the site readiness recommendations. ASG shall not proceed with the product installation until such modifications and changes are made.
- Installation Site Conditions: Where applicable, all preparation in the rooms in which equipment shall be installed shall be complete before equipment installation begins walls shall be painted, papered or otherwise coated; ceilings and floor coverings shall be properly and appropriately installed; permanent electrical power and lighting shall be properly and appropriately installed and fully operational.
- When required, order and install any data or external video circuits prior to the scheduled installation date to avoid unnecessary delays in completion of this project.
- Verify all distance and interference limitations of interface cables to be used and confirm that all necessary cabling, power, and grounding is delivered and installed prior to the installation date.
- Verify the operation and warranty of all Customer Provided Equipment (CFE) not provided by ASG.
- Provide seismic bracing, if required.
- Provide any security clearances, escorts, special safety equipment, and access training as required to access the site for ASG personnel.
- Provide a technician to be available and start within 15 minutes during the installation and basic testing, when requested by ASG personnel, to make or approve changes required to make the system operational.
- Provide replacement equipment for failures of hardware during installation.

## DELIVERABLES/PROJECT COMPLETION/PROJECT ESCALATION

The below table shows deliverables that will be provided by ASG and Customer.

### DELIVERABLES

#### ***ASG Deliverables***

- Engineering Review
- Build-to drawing sets based on CFE supplied system drawings
- Wire run lists
- ASG will install the equipment according to the approved drawing set.
- ASG will install cabling for Crestron controlled devices. The wiring will have the connector pins crimped, but the shell and connector will remain unattached, so that the Crestron programmer can install and commission those devices requiring control by Crestron.
- ASG will install equipment that is in the approved Build To drawing set and will not relocate any DIY equipment.
- ASG will commission equipment that is in the Approved Build To drawings.
- Provide coordination with Crestron programmer so as not to interfere with timeline.
- Installation materials and connectors as needed to complete.
- Begin installation according to the agreed timeline.
- Provide basic equipment test, limited to successful operation and complete configuration to deliver a complete working system. Exceptions are noted above.
- Programming of Audio system.
- ASG will provide grommet holes in console workstations for pass through of cables determined by the Customer.
- CFE Product manuals from equipment uncrated at site.
- The Installation Deliverable (ID) will contain “as built” information, such as updated diagrams, IP address information, and final configurations and will be submitted after installation is complete.



### ***Customer Deliverables***

- Signed SOW.
- Signed off “Build To” drawing set by The City provided to ASG. ASG will not travel to the job site until the “Build To” drawing set has been approved and received by ASG.
- ASG will arrive on site once the site has been prepared and the room is ready.
- Ensure all customer furnished equipment is on site prior to commencement of installation.
- Ensure conduit and pathways are in place prior to installation.
- Provide all furniture in place prior to ASG arrival on site.
- Provide and install power to all locations prior to ASG arrival on site.
- All bulkhead panel cover plates with connectors installed by manufacturer to be on site prior to ASG’s arrival.

### **PROJECT COMPLETION**

Project completion will be defined as the time at which ASG engineering has commissioned the system and certified as operational.

If the City refuses acceptance of the services performed, Customer must provide ASG with full details that illustrate how the services performed do match the work agreed upon in Exhibit A. ASG will then create an action plan to address any deficiencies.

#### ***Issue Escalation***

There are two types of support issues that require escalation:

Implementation Issues – issues directly related to the implementation of the system should be directed to the ASG Project Team.

Operation and Maintenance (O&M) Issues – for all issues outside Exhibit A and issues that occur after the installation is complete, Customer is responsible for resolving these issues with manufacturer of the equipment.

### **CHANGE MANAGEMENT PROCESS**

Approved amendments to this agreement must be in writing and executed by the City and Contractor. Contractor’s request for a change order must specify the proposed changes in the Work, Contract Price, and Contract Time. Each request must include all supporting documentation, including but not limited to plans/drawings, detailed cost estimates, and impacts on the schedule and completion date.

Changes that do not impact the contracted cost or term may be approved by the Project Manager (PM) as part of project management and do not require an amendment to this agreement. The PM will evaluate whether such changes are in the best interest of the project and approve them accordingly. However, any change that exceeds the contracted cost or term must be documented and formalized in an amendment to this agreement.

## ASSUMPTIONS

The following assumptions, together with those detailed elsewhere, were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ASG may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Management Procedure.

## ASSUMPTIONS

### ***General Assumptions***

- Customer will provide access to customer facilities, including, where applicable, computer equipment, facilities, workspaces, and equipment.
- Customer will provide complete and unencumbered access to the control room and all other rooms required to complete this scope of work.
- Changes in the design set after approval will be handled through the Change Management process.
- ASG will provide a material list required to connect the equipment.
- Unless otherwise agreed to by the parties, a response will take place within five days of ASG request for documentation or information needed for the project. Delays caused by non-responsiveness will result in additional charges to be negotiated.
- All customer hardware that will be used for this engagement is listed on the Approved Drawing Set.
- Additional equipment and materials will not be installed in the CFE racks or work areas mentioned in this SoW if not listed in the LOM or included on the Build-to drawings. Written approval for extra additions must be submitted in writing using the change order process.
- Ensure that all site preparation (for example, but not limited to, power, space, HVAC, abatement, cables, and racks) will be in place and the site ready for equipment installation three (3) business days prior to the beginning of the scheduled onsite installation.
- Ensure that there are the necessary power and cable requirements at each installation location three (3) business days prior to the beginning of the scheduled onsite installation.

- UPS, surge protection, or wall outlets are available and labeled for equipment three (3) business days prior to the beginning of the scheduled onsite installation.
- All patch panels and cables are properly wired and labeled three (3) business days prior to the beginning of the scheduled onsite installation.
- The customer shall be responsible for the registration of all system hardware and/or software.
- Customer system architecture design shall not change between the date of customer's execution of this SoW and the completion of all services contemplated hereunder.
- The customer is responsible for any shipping and handling charges, if any, to transport equipment and materials to the installation site(s).
- Delays caused by the lack of completed site preparation or Customer's failure to meet any responsibilities specified in this SoW shall be billed at ASG time and materials rates including travel and other expenses. Any additional costs incurred by the Customer because of delays shall be the sole responsibility of the Customer.
- Resources from various ASG offices may be utilized, as needed, to provide a full scope of technical expertise.
- Any product or service delivery dates communicated to the customer outside of this SoW or the project plan is not to be considered valid or binding.
- Requests for support or services outside of this SoW require written approval by the customer and acceptance by the ASG Project Manager and may result in additional charges to the customer.
- If the project extends beyond the timeline specified in the project plan due to delays caused by parties other than ASG and its subcontractors, additional charges may apply.
- All backup and antivirus solutions are to be provided by the customer. ASG has not provided these solutions as part of this SoW and does not hold any responsibility for these elements of the end-state solution.
- All SoW activities will be conducted during normal business hours, Monday through Friday, 8 am to 5 pm, excluding holidays.
- Any services outside the scope of this project will be provided on a time and materials basis.
- Customer change orders will be billed at current labor and material rates and will be due.
-

## PRICING, PAYMENT TERMS, AND PAYMENT SCHEDULE

**Phase I:** For delivery of the Needs Analysis report to The City and conduct a final review of the report with The City to ensure that all objectives are met.

### **ASG will commit to a Phase I Fixed price budget of \$19,500**

**Phase II:** At ASG, our goal is to build lasting relationships with our clients. As a trusted advisor and subject matter expert, we are committed to providing our clients with best-in-class Design, Installation and Support services with an eye toward respecting the financial commitments made on each project. With that in mind, ASG proposes a Time & Material (T&M) engagement complete with a "Not to Exceed" (NTE) fixed dollar amount for the Design portion of the opportunity, transitioning to a Cost-Plus engagement for the Build portion. It has been our experience that these agreements, when based on transparency and open lines of communication, can dramatically improve the teamwork and outcome of any engagement.

In recognition of this engagement philosophy, ASG proposes the following:

ASG will bill actual hours utilized for the duration of the Design Engagement.

ASG anticipates between four to six resources being tasked to this opportunity during this timeframe. (resource allocation subject to change).

- **ASG will commit to a Not to Exceed (NTE) budget of \$94,000**

ASG will bill per payment schedule and report during the Design Engagement. ASG will only bill the city team for the actual hours utilized during that period.

**Phase III:** Once the Design Engagement has been completed ASG will transition seamlessly to the Build phase of the project. During this phase, ASG proposes a transparent agreement with Cost-Plus. For materials and equipment, ASG offers Cost-Plus 12%. ASG will provide supporting documentation as required with each billing cycle, monthly billing.

Using the benefit of ASG's experience and knowledge paired with the information provided by the City of Cupertino team, ASG Build portion of the project including equipment, labor, materials, taxes and shipping not to exceed be: \$986,500.00

### **Payment Terms:**

Services will be billed as identified in this Payment Schedule section.

Fees for additional services related to but not defined in this Proposal will be performed on a time and materials basis at a rate set forth in a written amendment, as mutually executed by The City of Cupertino and ASG. Payment terms are due per compensation.

Partial or completed phase billings: ASG reserves the right to negotiate a partial or phased billing for the work that has been completed if any delays in closing out the project are due to circumstances outside of ASG control, i.e. preparation of the space, software upgrades, or any section of this Proposal of work that the City of Cupertino wishes to delay.

Payment Schedule:

Phase	Milestone	Deliverable	%	NTE (\$)	Due Date
<b>Phase I: Needs Analysis</b>	<b>Initial Payment</b>	Delivery and acceptance of Needs Analysis report	100%	\$19,500	Week 4
<b>Phase II: Detailed Design</b>	<b>First Payment (50% Deliverable)</b>	Preliminary Design Documentation including system architecture and key components	50%	\$37,600	Month 3
	<b>Second Payment (100% Deliverable)</b>	Final Design Documentation, Issued for Integration (IFI)	40%	\$47,000	Month 4
	<b>Final Payment</b>	Approval of final IFI package and delivery of supporting documentation	10%	\$9,400	Month 5
<b>Phase III: Implementation, Commissioning, and Handover</b>	<b>Initial Payment</b>	Approval of design and issuance of Purchase Order for equipment	50%	\$493,250.00	Month 6
	<b>Progress Payments</b>	Monthly billing during receipt of gear, installation, and testing.	20%	\$197,300.00	Months 7-10
	<b>Substantial Completion Payment</b>	Completion of system installation, configuration, and testing verified by punch list review	20%	\$197,300.00	Month 11
	<b>Final Payment</b>	Delivery of as-built documentation, training, and final go-live support	10%	\$98,650.00	Month 12

Phase	Total Amount
Phase I: Needs Analysis	\$19,500.00
Phase II: Detailed Design (NTE)	\$94,000.00
Phase III: Implementation, Commissioning, and Handover (NTE)	\$986,500.00
<b>TOTAL:</b>	<b>\$1,100,000.00</b>

## DISCLAIMER

ASG will not be liable for any failure to perform the services, to the extent that the failure is caused by The City of Cupertino's lack of cooperation or readiness.

ASG will not be held responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of The City of Cupertino.

ASG will not be held responsible additional work not listed in this Proposal. An addendum must be written and approved by both ASG and The City of Cupertino before additional work can be started.

ASG will not be held responsible for delays or failures to perform hereunder due to causes beyond its reasonable control (including, without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure, equipment or software malfunction, or labor disputes).

ASG may perform some work off site.

## ASG STANDARD TERMS AND CONDITIONS

### **DESIGN – applies if called for in the Scope of Work of the Agreement**

Acceptance of Design: Customer agrees that their written approval of Design Drawings signifies formal technical acceptance of said designs, pursuant to which ASG shall carry out its obligations under this agreement. Customer agrees that delays in approvals may result in an overall delay in the completion of the Scope of Work. Customer agrees to make its technical representative(s) available to ASG from time to time during the execution of this Scope of Work, at any manufacturer facility, build or installation site for consultation and review of design or OEM merchandise suitability for applications specified. Customer shall have seven business days to review submission for acceptance or request modification. The submissions will be scheduled into the Gantt chart. Delays in review of submissions will directly affect the timeline / Gantt chart. ASG will notify customer the effect of delay. After seven business days if a written request for modification or acceptance is not received the submission will be deemed accepted.

### **INSTALLATION - applies if called for in the Scope of Work of the Agreement**

Installation Site Conditions: Customer acknowledges and agrees that site conditions at customer site must be acceptable to ASG as stated below for site installation. All preparation in the rooms in which equipment shall be installed shall be complete before equipment installation begins: walls shall be painted, papered or otherwise coated; ceilings and floor coverings shall be properly and appropriately installed; permanent electrical power and lighting shall be properly and appropriately installed and fully operational. Without limiting the generality of the foregoing, minimum site environmental conditions shall be as follows: (1) HVAC (heating, ventilation and air conditioning) capable of maintaining a temperature of between 68 and 75 degrees Fahrenheit and a relative humidity of 60% to 75%; (2) relatively dust free; and (3) impervious to external weather.



Warranty: ASG warrants that installation will be implemented according to Customer-approved Design Drawings.

Other Equipment: Customer agrees that ASG is not responsible for the condition of or proper operation of any 'other' equipment, which Customer or other vendors are supplying to the system, which is not supplied through ASG. When such 'other' equipment is to be integrated into system at the ASG facility or installation site, the responsibility for shipment, insurance, and the on-time arrival of such equipment at the ASG facility, or to the installation site, is that of the Customer. Delays in arrival of 'other' equipment for integration may result in overall delay in completion of the Scope of Work and increases in the cost to the Customer of the execution of this Agreement.

Substantial Completion: The stage of this integration project that it is sufficiently complete, in accordance with the design, for configuration to begin for the owner to utilize it for training, without undue interference from the installers.

### **EQUIPMENT - applies if called for in the Scope of Work of the Agreement**

Customer acknowledges and agrees that it will review the Equipment List and shall satisfy itself that the OEM merchandise listed is suitable for the purpose that the Customer intends at the time this Agreement is made and is suitable for the application(s) specified in customer-approved Design Drawings. Issuance of any implement of purchase, including but not limited to, Purchase Order, Letter of Intent or down payment for any OEM merchandise shall be considered proof of Customer satisfaction and suitability. If (a) Customer's requirements change from those which were understood at the time this Agreement was made or Design Drawings are approved or (b) Original Equipment Manufacturer's changes in any Equipment result in unsuitability or fitness for the intended purpose at a time subsequent to the execution of this Agreement or Customer purchase, or (c) Customer selects other than ASG-recommended OEM merchandise without consultation with or against the recommendation of ASG, ASG shall not be responsible for any consequences resulting from any such change. In the event that Customer purchases equipment directly from another source other than ASG to be integrated under this agreement, as provided by the Equipment List or other written proposal, ASG will levy Customer a 5% surcharge against the published list price of said equipment for the purposes of managing, integration and handling.

ASG is not liable for equipment delivery delays due to OEM or delays in issuance of purchase orders by Customer. ASG further declares that it will strive to meet or better all estimated equipment delivery dates, however such dates are only estimates. Any delay in acceptance of this Agreement or in payment for OEM merchandise may result in delays in Scope of Work completion.

Equipment Specification: Customer understands and agrees that specifications and design of products is subject to change by manufacturer prior to delivery in order to improve performance or reliability, or because of material unavailability. Customer shall have no right of prior approval of such modifications unless such changes affect the form, fit or function of the merchandise.

Shipment Terms: Customer shall be responsible for shipping and handling charges for equipment and materials from manufacturer/distributor to ASG and from ASG to Customer as well as for equipment drop shipped directly to Customer. Charges will be prepaid and billed to Customer as per compensation.

Equipment Returns: ASG will accept merchandise returns under the following conditions:

- a. Customer received incorrect hardware due to an error on the part of ASG.
- b. Equipment arrived at customer site in inoperable condition either due to manufacturing defects or damage in shipment.
- c. Customer elects to return equipment for any reason other than specified in (a) and (b) of this section.

In the event that Customer elects to return merchandise under part “c” of this section ASG will charge the customer a restocking fee to be determined by the manufacturer and ASG, including shipping.

In any event, returns require a Return Materials Authorization memo from ASG to Customer containing charges (if any) and shipping information.

## ADDITIONAL

Proprietary Rights: Title to and ownership of all processes, methods, designs, specifications, memoranda, drawings, reports, trade secrets, know-how, technical materials, software (whether in machine-readable or printed form), inventions, discoveries, patentable and copyrightable work product and other intellectual property rights used, produced or developed by Advanced Systems Group, LLC (“ASG”) in the performance of its obligations under this Agreement, and including without limitation derivative works, compilations, or collective works thereof and all related technical know-how and all rights therein (the “ASG Proprietary Property”) are and shall remain the property of ASG or its suppliers. The foregoing notwithstanding, all Design Drawings and other documents produced in the execution of this Agreement shall be the property of Customer and are not part of the ASG Proprietary Property. Except for the rights expressly granted to Customer hereunder, ASG retains and reserves for itself all other rights in and to the ASG Proprietary Property. Customer shall not take any action to jeopardize, limit or interfere in any manner with ASG’s ownership of or rights with respect to the ASG Proprietary Property. Further, Customer shall not remove or alter any trademark, copyright or other proprietary notices, legends, symbols, or labels appearing on the materials and documentation delivered to Customer and Customer shall reproduce such notices on all copies of such materials and documentation to the extent that such notices appear on the ASG Proprietary Property.

Warranty: ASG warrants that it will perform its services under this Agreement in a professional manner and that the Design Drawings and other documentation delivered to Customer will be of a quality consistent with such materials produced by other competent professional organizations engaged in the business in which ASG is engaged. The express warranties set forth in this agreement constitute the only warranties made by ASG. ASG makes no other representation or warranty of any kind, whether express or implied (either in fact or by operation of law). ASG expressly disclaims all implied warranties or conditions including those of title, merchantability, non-infringement and fitness for a particular purpose. The above limitations shall apply to the extent allowed by applicable law.

Warranty Term: ASG warrants its services and work product for one full year from the date of customer written acceptance of ASG installed systems, or from the date of receipt of final payment from customer, whichever is first. ASG installed hardware is warranted by the manufacturer and ASG provides no other warranty for said equipment either expressed or implied.

Extended Services: ASG offers extended services to its customers at extra cost. Extended services provide service support beyond the limits of the ASG warranty. Extended Services are not included as part of this agreement unless fully executed Extended Services agreement is attached to this document.

Extended services include:

- RMA assistance for system equipment failures that occur during the term of manufacturer's warranty.
- System maintenance consulting via telephone for installed components that are beyond the scope of the ASG and manufacturers warranties.
- On site troubleshooting, travel and living at customer's expense, for system failures that occur beyond the scope of the standard ASG warranty.

Payment Default: If the Customer shall default in the payment of any indebtedness to ASG when and as the same shall become due and payable and if such default shall continue for a period of thirty (30) days after written notice of such default shall have been given to the Customer by e-mail, registered or certified mail, then, all of the liabilities and obligations of the Customer to ASG whether then due or not, shall, at the option of ASG and without further notice to the Customer, become due and payable.

Miscellaneous: (a) This Agreement may be amended only by writing, signed by both parties. (b) Neither this Agreement or any right or obligation shall be assigned, either in whole or in part, by either ASG or Customer by operation of law or otherwise without the prior written consent of the other. Any purported assignment or transfer contrary to the foregoing shall be null and void and of no force or effect. (c) This Agreement shall be governed by and construed under the laws of the State of California, U.S.A., without reference to its conflicts of law provisions. (d) Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in the State of California, and the parties agree to submit to the personal and exclusive jurisdiction and venue thereof (e) This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods. (f) This Agreement creates no agency, partnership, joint venture, or employment relationship and neither Customer nor ASG nor their respective agents have any authority to bind the other party in any respect whatsoever. (g) The section headings herein are used for convenience only and shall have no substantive meaning. (h) If the application of any provision hereof to any particular facts shall be held to be illegal, invalid or unenforceable by any competent court, then (i) the legality, validity and enforceability of such provision as applied to any other facts and the legality, validity and enforceability of other provisions hereof shall not be affected and (j) such provision shall be reformed without further action by the parties hereto only to the extent necessary to make such provision valid and enforceable when applied to the particular facts. (k) Each party shall be excused from any delay or failure in performance hereunder, except the payment of monies by Customer to ASG, caused by reason of any occurrence or

contingency beyond its reasonable control, including acts of God (e.g., earthquakes, floods, mudslides and inclement weather) or the public enemy, expropriation or confiscation, changes in law, acts of war, rebellion or sabotage or damage resulting there from, fires, explosions, accidents, riots, strikes and other labor unrest or concerted acts of workers, or delays or other unforeseen actions by Original Equipment Manufacturers. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. (l) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all proposals or prior agreements whether oral or written, and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. The terms and conditions of this Agreement shall prevail over any conflicting purchase order or other written instrument submitted by Customer. (m) This Agreement is written in the English language only, which language shall be controlling in all respects. (n) This Agreement may be executed in any number of counterparts or by facsimile, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same agreement. (o) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith.

Notices: Notices required or permitted to be given under this Agreement shall be sent by nationally recognized overnight courier service or by facsimile to the address or facsimile number of the relevant party below and shall be effective when received.

ASG notice address:  
Advanced Systems Group, LLC  
1226 Powell St.  
Emeryville, CA 94608  
Fax: (510) 654-8370  
Attn: Dave Van Hoy

## CITY OF CUPERTINO LIGHTING UPGRADE PROPOSAL

ASG has prepared a plan to address the need of the City of Cupertino to upgrade their 20-year-old stage and presentation lighting system currently in place in the council chamber multipurpose room.

The City has delivered a list of fixtures, dimmers and plots used for lighting the area. We have prepared a tentative list of ways to address the needs.

All systems come with installation and lighting design.

ASG has prepared a tentative list of ways to address the needs.

### System:

- **Dimmer System:** Retain the existing dimmer package.
- **Control System Upgrade:** Upgrade to an ETC Paradigm Control System for maximum control flexibility and future-proofing.
- **Wireless DMX Touch Panel:** Add a wireless DMX touch panel for convenient, flexible control.
- **Touch Panel Wall Controls:** Replace all wall panels with new, user-friendly button stations for improved accessibility and functionality.
- **ETC Source Four Ellipsoidals:** Upgrade all ETC 50 Degree Source Four Ellipsoidal fixtures (750W lamps) to ETC Series 2 Lustr fixtures, which provide DMX color temperature adjustment and color-accurate lighting, ensuring vibrant, lifelike color for presentations and broadcasts.
- **Videssence Fixtures:** Retain the existing 14 Videssence fixtures due to their low heat output and reliable color accuracy.
- **L&E 6-Inch Fresnels:** Replace these fixtures with ETC 7" Lustr X8 LED Fresnel Fixtures with Barn Doors (Black) for DMX control, color accuracy, and ease of maintenance, enhancing the quality of in-person and recorded content.
- **Arri Fresnels:** Replace all Arri Fresnel fixtures with ETC 7" Lustr X8 LED Fresnel Fixtures with Barn Doors (Black), ensuring DMX control, color accuracy, and improved reliability.

**Optional Items for consideration during phases 1 and 2:**

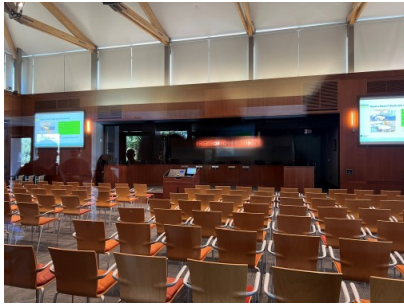
- **ETC Ion Xe Console:** Install an ETC Ion Xe console to replace the existing lighting console, adding advanced control and flexibility for complex lighting designs.
- **SolaFrame Studio Fixtures:** Introduce four SolaFrame Studio fixtures to expand flexibility and ambiance options. These fixtures offer precision framing and highly accurate color rendering, enhancing specialized event requirements.



## APPENDIX B



### Our Qualifications



#### City of Cupertino – Quinlan Community Center

ASG was designated to upgrade to Quinlan Community Center during 2022. The room was to be a multipurpose room to function as a meeting room and a theater.

ASG worked hand in hand with stakeholders from various disciplines to deliver a world-class event space.

ASG Installed a complete and functioning audio, video, and control system including cabling, receptacle plates, loudspeakers, and electronic devices. We installed all components including the necessary equipment, interconnections, transducers, labor, and services required to meet the City's specifications.

We delivered bound "as -built" system documentation including equipment instruction and operation manual and transferred all warranties and equipment guarantees and provide a written description of system operation to The City at the closing of the project.

ASG also provided engineering and operational training as requested by the stakeholders.



### Our Qualifications



#### Life Chiropractic – Twin Projector Meeting Space

ASG provided consulting, design, procurement and installation for a twin motorized screen projection system upgrade to an existing meeting space.

The customer requested that costs should be kept to a minimum utilizing prosumer equipment whenever possible. Our design and project teams worked hand in hand with the customer and their operations staff to deliver a design that would be robust and easy to use for years to come.

ASG utilized our vast network of products to ensure that Live Chiropractic would understand decisions being made on their behalf during the design and development phase.

During the implementation phase of this project it was discovered that the new motorized screens were damaged in shipment and new screens were shipped to the site and were installed in time to meet the customer's first meeting in the space.

This project was delivered on time and on budget.



**Spotify LA**

The LA Headquarters of Spotify sprawls multiple buildings in the Arts District of Los Angeles. Consisting of a large flagship celebrity studio used for premiere audio and video podcasts, smaller intimate pods that include single-operator video capabilities, and a large collection of other automated studios for audio only, the showcase location is well equipped for future growth of the network.

In addition, a world-class recording studio complete with traditional echo chamber, a large 600+ person event hall with VIP lounge, a 66 - person Dolby ATMOS certified cinema screening room with laser projection, and infinity wall insert stage with control room round out the already impressive facility.

ASG took the lead management role of each of these spaces, which included the design review process, technical construction and implementation of key event spaces, equipment procurement (including much of the vintage collection of gear for the large recording studio), complete workflow testing, and currently assist in the technical staffing management of events.

**Comcast G4**

In November of 2021, Comcast/NBCUniversal relaunched the G4 Network after a tenyear hiatus in a very big way. Taking over the Victory Studios in Glendale California which was the home of shows Inside Edition and Extra, the complete studio overhaul included three large studios with 4K infrastructure, building-wide fiber connectivity, multiple editing suites, suites for graphics, audio finishing, coloring, and general editing.

The large multi-operator video control room supported up to three simultaneous productions.

ASG was brought in at the very early stages of the project and helped create the roadmap of technology needed for the aggressive plans of the network. After receiving the final design from the award-winning architects, we designed, built, and implement all the technology needed to operate this expansive production facility.



**Ciientele Reaping the Benefits**

**EXHIBIT D**  
***Insurance Requirements***  
***Design Professionals & Consultants Contracts***

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

**INSURANCE POLICIES AND MINIMUMS REQUIRED**

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
  - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
  - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
  - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.  
 *Not required. Consultant has provided written verification of no employees.*
4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. If written on a claims made form:
  - a. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
  - b. Insurance must be maintained for at least five (5) years after completion of the Services.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

**OTHER INSURANCE PROVISIONS**

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

***Additional Insured Status***

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers (“Additional Insureds”) are to be covered as additional insureds on Consultant’s CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant’s insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

***Primary Coverage***

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant’s insurance and shall not contribute to it.

***Notice of Cancellation***

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

***Waiver of Subrogation***

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductible or self-insured retention must be declared to and approved by the City. At City’s option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

***Acceptability of Insurers***

Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.

***Verification of Coverage***

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

***Subconsultants***

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant’s insurance policies.

***Higher Insurance Limits***

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

***Adequacy of Coverage***

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2025

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

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

<b>PRODUCER</b> Newfront Insurance Services, LLC 450 Sansome Street Suite 300 San Francisco CA 94111	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C No. Ext):</b> (415) 754-3635 <b>E-MAIL ADDRESS:</b> techcertrequest@newfront.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Advanced Systems Group, LLC dba Advanced One Low Voltage 1226 Powell St Emeryville CA 94608	<b>INSURER A:</b> Atlantic Specialty Insurance Company	<b>NAIC #</b> 27154
	<b>INSURER B:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER C:</b> Philadelphia Indemnity Insurance Company	18058
	<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 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	711 01 8106 0002	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		711 01 8106 0002	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			711 01 8106 0002	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	UB-2W164878-25-I3-G	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors and Omissions			PHPK2640504-006	01/01/2025	01/01/2026	Limit \$300,000 Each Claim \$2,000,000	

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

The City of Cupertino, Its City Council, Officers, Officials, Employees, Agents, Servants and Volunteers are included as an additional insureds as required by a written contract with respect to General Liability and Auto Liability. Coverage is Primary and Non-Contributory. Waiver of subrogation applies in favor of the additional insureds with respect to General Liability, Auto Liability and Workers Compensation. Per project general aggregate applies. Notice of Cancellation form #IL 00 17 11 98 applies with respect to the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Cupertino  10300 Torre Ave Cupertino CA 95014	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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# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspections and Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on conditions we find; and

- c. Recommend changes.

2. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

The following is added to Paragraph **5. Other Insurance** under **SECTION IV – COMMERCIAL UMBRELLA LIABILITY CONDITIONS**:

**Primary And Noncontributory**

Regardless of the provisions of Paragraph **a.** above, this insurance is primary to, and will not seek contribution from, any “underlying insurance” available to an additional insured if:

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

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

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Designated Construction Project(s):**

All Projects

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



- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

**BROAD FORM GENERAL LIABILITY ENDORSEMENT –  
TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p><b>A. Section I – Coverages</b></p> <ol style="list-style-type: none"> <li>1. Expected or Intended Injury (Property Damage)</li> <li>2. Non-Owned Aircraft and Watercraft Under 55 Feet</li> <li>3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators</li> <li>4. Personal and Advertising Injury Exclusions             <ol style="list-style-type: none"> <li>a. Insureds in Media and Internet Type Businesses</li> <li>b. Electronic Chatrooms or Bulletin Boards</li> </ol> </li> <li>5. Medical Payments – Increased Limits and Time Period</li> <li>6. Product Recall Expense Coverage</li> <li>7. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings</li> </ol> <p><b>B. Section II – Who is an Insured</b></p> <ol style="list-style-type: none"> <li>1. Broadened Named Insured</li> <li>2. Additional Insured – Broad Form Vendor</li> <li>3. Additional Insured – Written Contract, Agreement, Permit or Authorization</li> </ol>	<ol style="list-style-type: none"> <li>4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics</li> <li>5. User of Covered Watercraft</li> <li>6. Newly Acquired or Formed Organizations</li> </ol> <p><b>C. Section III – Limits of Insurance – Aggregate Limit Per Location</b></p> <p><b>D. Section IV – Commercial General Liability Conditions</b></p> <ol style="list-style-type: none"> <li>1. Duties in Event of Occurrence, Offense, Claim or Suit</li> <li>2. Waiver of Subrogation When Required by Written Contract or Agreement</li> </ol> <p><b>E. Section V – Definitions</b></p> <ol style="list-style-type: none"> <li>1. Bodily Injury – Includes Mental Anguish</li> <li>2. Coverage Territory – Worldwide</li> <li>3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight</li> </ol>
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**A. Section I – Coverages**

**1. Expected or Intended Injury (Property Damage)**

The following is added to Exclusion 2.a. **Expected Or Intended Injury of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

**2. Non-Owned Aircraft and Watercraft Under 55 Feet**

**a. The following is added to Exclusion 2.g. Aircraft, Auto or Watercraft of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

This exclusion does not apply to an aircraft that is:

- (a) Hired, chartered or loaned with a paid crew; and
- (b) Not owned by any insured.

**b. The following replaces Exclusion 2.g.(2)(a) of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability:**

- (a) Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

**3. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators**

- a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to “property damage” to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to “property damage” to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

**6.** Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

**4. Personal and Advertising Injury Exclusions**

**a. Insureds in Media and Internet Type Businesses**

The following replaces Exclusion **2.j. Insureds In Media And Internet Type Businesses** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

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

- (1)** Advertising, broadcasting, publishing or telecasting; or
- (2)** Designing or determining content of web sites for others.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of “personal and advertising injury” under the Definitions section.

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

**b. Electronic Chatrooms or Bulletin Boards**

The following replaces Exclusion **2.k. Electronic Chatrooms Or Bulletin Boards** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

“Personal and advertising injury” arising out of an electronic chatroom or bulletin board the insured hosts, owns or maintains for others.

**5. Medical Payments – Increased Limits and Time Period**

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

- a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

**(b)** The expenses are incurred and reported to us within three years of the date of the accident; and

- b. The following is added to Paragraph 7. of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage C is the greater of \$15,000 per person or the amount shown in the Declarations.

**6. Product Recall Expense Coverage**

- a. The following is added to **Section I – Coverages**:

<b>Product Recall Expense Schedule</b>	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

**PRODUCT RECALL EXPENSE COVERAGE**

We will pay “product recall expense” incurred by you or on your behalf for a “covered recall” to which this insurance applies. This insurance applies to “product recall expense” for a “covered recall” that takes place in the “coverage territory” and during the policy period. The amount we will pay for “product recall expense” is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of “product recall expense” in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each “covered recall” that is initiated.

- b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all “product recall expense” incurred for all “covered recalls” initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all “product recall expenses” arising out of any one “covered recall” for the same defect or deficiency.

- c. The following is added **Section IV – Commercial General Liability Conditions**:

**Duties In The Event Of “Covered Recall”**

1. You must report a “covered recall” to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
2. 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. You must see to it that the following are done as soon as practicable after an actual or anticipated “covered recall” that may result in “product recall expense”:
  - (a) Give us notice of any discovery or notification that “your product” must be withdrawn or recalled, including a description of “your product” and the reason for the withdrawal or recall;
  - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in “product recall expense”;
  - (c) As often as may be reasonably required, permit us to:
    - (1) Inspect “your product” and take damaged and undamaged samples of “your products” for inspection, testing and analysis; and
    - (2) Examine and make copies from your books and records;
  - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and

- (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.
- d. The following are added to **Section V – Definitions**:

“Covered recall” means a recall of “your product” made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in “your product” has resulted in, or will result in, “bodily injury” or “property damage”.

“Product recall expense”:

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling “your product”:
  - (1) Expenses for communications, including broadcast announcements or printed “advertisements” and associated stationery, envelopes and postage;
  - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Expenses for overtime paid to your regular non-salaried “employees”;
  - (4) Expenses for hiring “temporary workers”;
  - (5) Expenses incurred by “employees”, including transportation and accommodations;
  - (6) Expenses to rent additional warehouse or storage space; or
  - (7) Expenses for proper disposal of “your product” if the disposal is necessary to avoid “bodily injury” or “property damage” and is other than regularly used to discard, trash or dispose of “your product”.
- b. Does not include the following:
  - (1) Damages, fines or penalties;
  - (2) Defense expenses;
  - (3) The cost of regaining your market share, goodwill, revenue or profit; or
  - (4) Any expenses resulting from:
    - (a) Failure of any product to accomplish its intended purpose;
    - (b) Breach of warranties of fitness, quality, durability or performance;
    - (c) Loss of customer approval, or any cost incurred to regain customer approval;
    - (d) Redistribution or replacement of “your product” that was recalled with like products or substitutes;
    - (e) The insured’s caprice or whim;
    - (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
    - (g) 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.

## 7. **Supplementary Payments – Cost of Bail Bonds and Loss of Earnings**

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

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

## B. Section II – Who is an Insured

### 1. Broadened Named Insured

**Section II – Who Is An Insured** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 2. Additional Insured – Broad Form Vendor

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as “vendor”) with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” that are distributed or sold in the regular course of the vendor’s business. But none of these vendors are an additional insured:

- (1) If the “products-completed operations hazard” is excluded under the Coverage Part or by endorsement;
  - (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
  - (3) For “bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such “bodily injury” or “property damage” in the absence of that contract or agreement; or
  - (4) For “bodily injury” or “property damage” caused by or arising out of:
    - (a) Any express warranty not authorized by you;
    - (b) Any physical or chemical change in the product made intentionally by the vendor;
    - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor’s premises in connection with the sale of the product;
    - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
    - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
      - (i) In the course of repackaging “your products” in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;
      - (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
      - (iii) An inspection, adjustment, test or servicing of “your products” 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.
- b. The insurance afforded to such vendor under Paragraph a. above:
- (1) Applies only to the extent permitted by law; and
  - (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

**3. Additional Insured – Written Contract, Agreement, Permit or Authorization**

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:

- (1) “Bodily injury”, “property damage” or “personal and advertising injury” in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
- (2) “Bodily injury”, “property damage” or “personal and advertising injury” in the maintenance, operation or use of equipment leased to you by such person or organization; or
- (3) “Bodily injury”, “property damage” or “personal and advertising injury” in connection with premises you own, rent, lease or occupy.

b. The insurance afforded to an additional insured under Paragraph a. above does not apply:

(1) Unless:

- (a) The contract or agreement is executed, or the permit or authorization is issued, before the “bodily injury”, “property damage” or “personal and advertising injury” occurs; and
- (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.

(2) To any:

- (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
- (b) Lessor of equipment after the equipment lease terminates or expires;
- (c) Owner or other interests from whom land has been leased;
- (d) Manager or lessor of premises if:
  - (i) The “occurrence” takes place after you cease to be a tenant in that premises; or
  - (ii) The “bodily injury”, “property damage” or “personal and advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (e) Person or organization if the “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (ii) Supervisory, inspection, architectural or engineering activities.

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

- (f) "Bodily injury" or "property damage" occurring after:
  - (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The insurance afforded to an additional insured under Paragraph **a.** above:
  - (1) Applies only to the extent permitted by law; and
  - (2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.
- d. With respect to the insurance afforded to an additional insured under Paragraph **a.** above:
  - (1) The following is added to Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:  
Regardless of the provisions of Paragraphs **a.** and **b.** above, this insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured if:
    - (1) Such additional insured is a Named Insured under that other insurance; and
    - (2) You have agreed in the contract, agreement, permit or authorization that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.
  - (2) The following is added to **Section III – Limits Of Insurance**:  
The most we will pay on behalf of the additional insured is the amount of insurance:
    - a. Required by the contract, agreement, permit or authorization; or
    - b. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

#### **4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**

- a. The following is added to Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured**:  
But an "employee" or "volunteer worker" employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.
- b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:  
This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured "employee" or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.

#### **5. User of Covered Watercraft**

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:
  - a. "Bodily injury" to that person's or organization's "employee"; or
  - b. "Property damage" to property:
    - (1) Owned, occupied or used by; or
    - (2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;
 that person or organization.



- b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

**6. Newly Acquired or Formed Organizations**

The following replaces Paragraph **3.a.** of **Section II – Who Is An Insured**:

- a. Coverage under this provision is afforded only until the end of the policy period;

**C. Section III – Limits of Insurance – Aggregate Limit Per Location**

The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each “location” of yours. As used in this provision, “location” means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**D. Section IV – Commercial General Liability Conditions**

**1. Duties in the Event of Occurrence, Offense, Claim or Suit**

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirements that you must notify us of an “occurrence”, offense, claim or “suit”, or send us documents concerning a claim or “suit”, apply only if the “occurrence”, offense, claim or “suit” is known to:

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

The requirement that you must notify us as soon as practicable of an “occurrence” or an offense that may result in a claim does not apply if you report the “occurrence” or offense to your workers’ compensation insurer and that “occurrence” or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “occurrence” or offense is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**.

**2. Waiver of Subrogation When Required by Written Contract or Agreement**

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

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” included within the “products-completed operations hazard” if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the “bodily injury” or “property damage” occurs and requires you to waive your rights of recovery.

**E. Section V – Definitions**

**1. Bodily Injury – Includes Mental Anguish**

The following is added to Paragraph **3.** of **Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

**2. Coverage Territory – Worldwide**

The following replaces Paragraph **4.** of **Section V – Definitions**:

4. “Coverage territory” means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured’s

responsibility to pay damages must be determined in a settlement we agree to or in a “suit” on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

**3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight**

The following is added after Paragraph **12.f.(1)** of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered “mobile equipment” and not an “auto”.

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

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

1. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
2. To any person or organization included as an “insured” under any other provisions of this policy, including any other endorsement;
3. To the independent acts or omissions of such person or organization; or
4. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 ( A ) - 001

POLICY NUMBER: UB-2W164878-25-I3-G

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

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

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

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

Job Description

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

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

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

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