

GASBOY™ SERVICE AGREEMENT

THIS GASBOY™ SERVICE AGREEMENT ("Agreement") is by and between GILBARCO INC., a Delaware corporation, doing business under the Gasboy™ brand and located at 7300 West Friendly Avenue, Greensboro, NC 27410 ("Gasboy") and City of Costa Mesa, a political division of California, with offices located at 77 Fair Drive, Costa Mesa, CA 92626 ("Customer").

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties intending to be legally bound hereby agree as follows:

Term: This Agreement will continue from the Effective Date for an initial period of one (1) year ("**Initial Term**"). Thereafter, this Agreement may be extended by four (4) additional one (1) year periods upon mutual written agreement of the parties. Notwithstanding the foregoing, the City may terminate this Agreement at any time, with or without cause, upon written notice to Gasboy. The Initial Term and any subsequent Renewal Terms shall be referred to as the "**Term**".

Selected Services: Customer is receiving the following Services checked below. Only the relevant Schedule A's are attached to this Agreement:

Contract Type B

Schedules: The following Schedules are a part of this Agreement and incorporated by reference thereto:

- Schedule A. Description of Services/Customer Obligations
- Schedule A-1. Service Level Agreements (SLA's)
- Schedule B. Fees
- Schedule C. Sites
- Schedule D. Terms and Conditions

Services: During the Term, Gasboy will provide Customer the selected services ("**Services**"), as detailed in Schedule A, for the sites listed in Schedule C ("**Sites**"), in exchange for the fees listed in Schedule B ("**Fees**"), and subject to the terms and conditions in Schedule D ("**Terms and Conditions**"). The fees shall be fixed for the Initial Term. Gasboy shall provide Customer written notice of fee changes that will be applicable to any extension period at least sixty (60) days prior to the end of the Initial Term or of any extension period.

General Provisions: This Agreement (including all Schedules) contains the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior representations, understandings, and agreements (whether written or oral) between the parties. Any addition or modification to this Agreement must be made in writing and signed by the parties. A waiver of any provision of this Agreement will not constitute a waiver of any other provision(s) or a subsequent waiver of the same provision. This Agreement may not be assigned in whole or in part by either party to a third party without the prior written consent of the other party. Any notice, demand, or other communication to be given in connection with this Agreement shall be given in writing to the address for the party as provided below. A party may amend its address for notice by providing written notice of the change to the other party. However, service of process must be served on a party's registered agent for such purpose. If either party (i) materially breaches this Agreement and such breach is not cured within thirty (30) days of written notice, or (ii) is the subject of a bankruptcy, insolvency, or similar proceeding, the other party may immediately terminate this Agreement for cause. These General Provisions, and any provisions of the Agreement that are required to survive, or reasonably intended to survive, shall survive any termination or expiration of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by and interpreted in accordance with the laws of California, without regard to its conflicts of laws principles, and the parties' further consent to the exclusive jurisdiction of the applicable state and federal courts located in Orange County, California for all disputes relating to this Agreement. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same instrument. This Agreement may also be executed and delivered via facsimile or electronic transmission, and any such counterpart shall be deemed an original.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative. The individual executing on behalf of Customer warrants that it is duly authorized and has the ability to bind Customer to the terms of this Agreement. This Agreement does not bind Gasboy until it is executed by its authorized representative.

"Customer":

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Levi Ann Fancu Harrison
.....
Signature

Levi Ann Fancu Harrison
.....
Printed Name

City Manager
.....
Title

9/25/19
.....
Date

GILBARCO INC.
7300 W. Friendly Ave.
Greensboro, NC 27410

Mark Winterhoff
.....
Signature

Mark Winterhoff
.....
Printed Name

Vice President - Finance
.....
Title

July 15, 2019
.....
Date

APPROVED AS TO FORM:

Forrest Lee Barber
.....
City Attorney



SCHEDULE A. DESCRIPTION OF SERVICES / CUSTOMER OBLIGATIONS

During the Term of the Agreement, Gasboy will provide to the applicable services from the following list (the "Services") to Customer for the Gasboy or Orpak-branded products ("Products") that Customer owns, based on the customer's selected contract type:

1. **Telephone support for Product** questions will be provided Monday through Friday 8AM to 6PM ET. All other times not stated are considered emergency after hour's support only including but not limited to weekends and holidays. Gasboy's toll-free service number is (currently 800-444-5529). This toll-free number can be changed at Gasboy's discretion. Gasboy will try to resolve any issue remotely and independently or will guide the Customer over the phone with possible ways to bring up the system to a fully functioning mode.
2. **Software corrections and upgrades** to the Products that Customer requires on an "as needed" basis.
3. **Fleet head office software service** for support of Customer head office location only. If Customer has additional locations requiring such service, Customer will need to enter into individual service support agreements for such locations.
4. **Onsite support** for site equipment Products (station controllers, mobile fuel truck controllers, wireless gateway terminals, extension boxes, nozzle readers) and/or vehicle equipment Products (vehicle identification rings/tags, DataPass units) as required to restore covered equipment to full operations. Should phone support fail, an authorized technician will be dispatched to the Customer site.
5. **Parts support** for site equipment Products (station controllers, mobile fuel truck controllers, wireless gateway terminals, extension boxes, nozzle readers) and/or vehicle equipment Products (vehicle identification rings/tags, DataPass units) as required to restore covered equipment to full operations.

SERVICE DESCRIPTION	CONTRACT TYPE
	B
Telephone & Remote Support	X
Software Corrections and Upgrades	X
Fleet Head Office Software Support	X
Onsite Repair Services – Site Equipment	X
Parts Support – Site Equipment	X
Onsite Repair Services – Vehicle Equipment	
Parts Support – Vehicle Equipment	

SERVICES AT NON-CONTRACT LOCATIONS

If Customer requests Services for a location not covered by this Agreement, Gasboy will provide telephone support for a fee of One Hundred Dollars and No Cents (US \$100.00), payable immediately by credit card before Gasboy will provide the Services. This fee is good for one call, one problem only. If Customer calls with more than one issue at a non-covered location, Gasboy will charge an additional fee for each issue.

DISCONTINUANCE OF SERVICES

If Customer elects to discontinue the Services at any time due, any reinstatement of the Services will require a new agreement and a payment of the then-current annual fee.

SCHEDULE A-1. SERVICE LEVEL AGREEMENTS (SLA'S)

Repairs for Damaged Equipment

Gasboy's monthly charges, as shown in Schedule B, do not cover services with respect to damage to the equipment resulting from vehicle accidents, vandalism, acts of God (hurricanes, tornados, earthquakes, or other major natural disasters), negligence or misuse (other than by Gasboy, its employees or agents which will be Gasboy's responsibility), except as otherwise specifically stated in this agreement. Where Customer requests that Gasboy repair such damage, Gasboy will provide Customer with an estimate of the costs and if such cost estimate is acceptable invoice Customer for such repairs using Gasboy's standard time and material rates.

Obsolete Equipment

Obsolete equipment, as used in this agreement, is defined as any equipment other than equipment installed by Gilbarco as part of the Fuel Management System in which the original manufacturer has terminated support (parts, drawings, engineering support, or training is no longer available). In the event Customer desires to include obsolete equipment under this agreement, Gasboy will use commercially reasonable efforts to meet the desired response and repair times. If obsolete equipment cannot be replaced with equipment of the same make and model, Gasboy will first consult with Customer about upgrading the obsolete equipment with similar equipment. If the upgrade is approved, Customer and Gasboy shall mutually agree upon the cost of such upgrade and Customer agrees to cover the agreed upon costs incurred because of equipment upgrades.

Authorized Service Contractors

Gasboy will have the sole discretion to select all Authorized Service Contractors (ASC's) for service work. It shall be the responsibility of Gasboy to adopt and enforce sound and accepted safety and health practices in performing the maintenance services and repairs ("Services") and to ensure that it and any ASC's comply with Customer's or the site's safety and related policies and procedures. Gasboy and ASC's shall comply with all safety and health policies or practices of Customer while on Customer's or any Customer related property. If Customer has a service provider, they wish to use; Customer will notify Gasboy in writing of their desire to utilize the selected ASC. Gasboy will consider the request and will honor said request if there is no adverse impact on the quality and delivery of the fixed maintenance program to customer.

Definition of Dispatch Request

A dispatch request is defined as a telephone request made by a person or persons as designated to provide site repair and maintenance at an identified Customer location for equipment. Such dispatch request will include a unique identifier assigned (incident number) by Gasboy's Help Desk as well as a date/time stamp indicating the request is opened. The dispatch request will also include identification of the site, and a description of the problem(s) to be resolved.

Emergency Dispatch Request

Gasboy ASC's are available to be on site (24/7/365). Response time to site is dependent on the response time assigned to the dispatch. Response time definition and assignment descriptions are listed below.

Acceptance Inspection

Gasboy undertakes the service described herein relying on Customer's representation that the equipment was properly installed and maintained in accordance to the manufacturers published documents for installation and operation. Gasboy shall inspect equipment during the first service request after the equipment is placed on the maintenance agreement. If Gasboy determines that any equipment is not operating within the manufacturer's installation specifications or has a potential pre-existing problem, Gasboy will first consult with Customer about upgrading the obsolete equipment with similar equipment. If the upgrade is approved, Customer and Gasboy shall mutually agree upon the cost of such upgrade and Customer agrees to cover the agreed upon costs incurred because of equipment upgrades. Customer will have the option to:

- Replace the part/unit
- Authorize Gasboy to repair the equipment at the quoted or stated price
- Utilize a third party to make any corrections
- Exclude the equipment from the service agreement

Database Reconciliation

Gasboy and Customer will work together to ensure accurate equipment and site information is available to load into the Gasboy data base system.

Service Levels:

Dispatch requests shall be assigned a service level for response and repair time based upon the assignment descriptions listed below.

Response Times:

- 4E 4 hour** emergency response, clock never stops, 24/7/365
- 24S 24-hour response, clock never stops, 24/7/365
- 48S 48-hour routine response during normal business hours, clock stops on weekends and holidays

Repair Times:

- 4E 8-hour repair, clock never stops, 24/7/365
- 24S 24-hour repair, Monday – Friday
- 48S 48-hour routine response during normal business hours, clock stops on weekends and holidays

Issue	Service Request	Response Time	Repair Time
One (1) or more fueling positions down but still able to fuel	24S	24 Hour	48 Hour
Complete System Down	4E	4 Hour	8 Hour

Two Day Response:

An ASC is to be on site within 48 hours during normal business hours:

- Anything not covered by 4E or 24S.

Response time:

- 48 hours' response.
- Monday - Friday, excludes Saturdays, Sundays, and holidays.

Repair Times

- With respect to all 4E dispatch requests, the goal is to correct the problem within 12 hours of the dispatch request 80% of the time
- With Respect to all 24S Dispatch Requests, the objective is to correct the problem within 48 hours of the Dispatch Request 80% of the time.
- With Respect to all Two Day Dispatch Requests, the objective is to correct the problem within 72 hours of the Dispatch Request 80% of the time.

SCHEDULE B. FEES

Gasboy is pleased to offer the following pricing structure for Services:

Site ID	Site Address		
GVR 849700	City Corporation Yard	2300 Placentia Ave	Costa Mesa, CA 92627
GVR 250984	Police Department	99 Fair Drive	Costa Mesa, CA 92626

This Service and Maintenance Agreement will cover FuelOmat Fuel Management systems at the two locations listed above.

This Service and Maintenance Agreement will cover Gasboy dispensers at the two locations listed above excluding hanging hardware and filters.

Start Date: 7/1/2019

End Date: 6/30/2020

Price: The cost for this annual Service and Maintenance Agreement is \$5131.12 per year or \$427.59 per month.

Price increase on renewal will be subject to additional increase of up to 5% to accommodate for increased cost of operation, labor, and services.

Payment: Annual payment due on starting date.

Organization Type (Corporation, LLC, Political Division): _____

Pay by Check or Credit Card: _____

PO (Purchase Order) Number: _____ Please attach a copy of PO.

Primary Account Contact Name*	System Maintenance/Support Contact Name*	Accounts Payable Contact Name*
Ruben Salas	Chris Goldsworthy	Amanda Koh
Primary Account Contact Email*	System Maintenance/Support Contact Email*	Accounts Payable Contact Email*
Ruben.salas@costamesaca.gov	cgoldsworthy@costamesaca.gov	Amanda.koh@costamesaca.gov
Primary Account Contact Phone*	System Maintenance/Support Contact Phone*	Accounts Payable Contact Phone*
714-327-7481	714-327-7482	714-754-5216

Company Taxpayer Identification Number*
95-6005030

Company State Taxpayer Identification Number*
800-9742-1

*If tax exempt, please attach a copy of an exemption certificate, or a state issued tax exemption letter.

SCHEDULE C: LIST OF SITES

Site ID	Site Address		
GVR 849700	City Corporation Yard	2300 Placentia Ave	Costa Mesa, CA 92627
GVR 250984	Police Department	99 Fair Drive	Costa Mesa, CA 92626

SCHEDULE D: TERMS AND CONDITIONS

1. Fees for the Services are paid annually in advance. All fees are required before Gasboy will provide any Services. Total fees for the Services are set forth in **Schedule B** attached hereto and incorporated herein by reference. Gasboy shall have the right to update the fees each year, and will provide notice to Customer of any fee changes at least sixty (60) days before the end of the then-current term. All fees hereunder are due thirty (30) days from the date of invoice. Customer is responsible for all taxes on the Services. If any invoice is more than thirty (30) days past due, Gasboy may, at its option, discontinue the Services until the account is made current, or terminate the Agreement and seek all fees and costs due under the Agreement. Gasboy reserves the right to pro-rate annual fees for Customer locations such that all Customer locations have a common renewal date.
2. Provided that all fees are paid in a timely manner, the Services shall be provided at the locations listed on **Schedule C**. Any modifications to locations on **Schedule C** due to changes to Customer's business (such as site closing, relocation of Products), must be provided to Gasboy in writing.
3. If Customer is more than 30 days past due, Gasboy may, at its option, discontinue the Services until the account is made current or, terminate the Agreement for cause and seek full recovery for any outstanding fees and costs due under the Agreement. Customer shall be responsible for any collection costs, including but not limited to reasonable attorneys' fees, that Gasboy incurs in the collection of any amounts due hereunder.
4. If Customer (i) breaches this Agreement and such breach is not cured within ten (10) days, or (ii) is the subject of any bankruptcy, insolvency, or similar proceeding, Gasboy may immediately terminate the Agreement and all fees shall become immediately due and payable.
5. Each party shall indemnify, defend, and hold harmless the other, including its affiliates, agents, and employees from and against any and all losses, claims, demands, liabilities, fines, penalties, assessments, suits, or actions for injuries to or death of any person, or for loss of, or damage to, the property of any person or persons caused by or resulting from the negligent acts or omissions (including liability imposed by statutes, rules, or regulations) of the indemnifying party, or its subcontractors, vendors, agents, officers, or employees. If Customer is a government agency or political division, then this Section shall apply only to the extent permitted by applicable law or regulations.
6. Except as otherwise specifically provided herein, neither party shall be liable for any failure to perform or for any delay in performing any of its obligations hereunder caused by circumstances beyond its reasonable control or which makes performance commercially impracticable, including, but not limited to, fire, storm, flood, earthquake, hurricane, tornado, explosion, accident, acts of public enemies, war, rebellion, insurrections, sabotage, epidemic, quarantine restrictions, labor disputes, labor shortages, transportation embargoes or delays, inability to secure raw materials or machinery for the manufacture of products, acts of God, acts of any government, any agency thereof, judicial actions or any other such external circumstances.
7. At times, Customer and Gasboy may receive from the other party certain information marked confidential and proprietary. Both parties agree to treat such information as confidential, using the same degree of care as it uses to protect its own confidential information, but no less than reasonable care. The parties agree not to use or disclose or otherwise use such confidential information of the other party, except as provided herein or with the express written consent of the other party. Either party may use or disclose the confidential information of the other party (i) as required for the Services, but only to employees who are bound by written confidentiality agreements no less stringent than this Section 7, and (ii) as required by a court order or other legal process. The obligations under this Section 7 shall survive the termination of this Agreement by five (5) years. If Customer and Gasboy have executed a separate confidentiality agreement that might also cover the Confidential Information ("NDA"), this Agreement will not change or abrogate any of the terms of that NDA and such separate NDA shall not change or abrogate any of the terms of this Agreement, even though both agreements may apply to the same information. In the event that, notwithstanding the foregoing, one party ("Recipient") shall be compelled by the Information Laws to disclose any Confidential Information of the other party ("Discloser"), Recipient shall, and shall cause its Representatives to, furnish only that portion of the Confidential Information that is so legally required. "Information Laws" means the Freedom of Information Act of 1966 and the regulations promulgated thereunder, the Electronic Freedom of Information Act of 1996, including without limitation such state's open records/public of information act as set forth in such state statutes, laws, codes, and the regulations promulgated thereunder, and any similar applicable federal or state law, order, decree, rule, or regulation (each as in effect from time to time). Nothing herein shall restrict any disclosure of a party's information that: (A) is or becomes publicly available through no fault of the other party; (B) is independently developed by the other party; or (C) is received by the other party from a third party without obligations of confidentiality.

"Representatives" shall mean the officers, employees, directors, attorneys, consultants and other agents and advisors of the Recipient. Recipient shall take all reasonably necessary measures to restrain its Representatives from making any unauthorized disclosure or use of Confidential Information. Recipient further agrees that it will be liable for the breach of this Agreement by any of its Representatives.
8. The Services provided under this Agreement are covered by Gasboy's current warranty, a copy of which is available upon request. Gasboy reserves the right to modify such warranty, warranty policies, or warranty program on thirty (30) days prior written notice to Customer. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES - EXPRESS, IMPLIED, OR STATUTORY - INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. EXCEPT FOR GASBOY'S OBLIGATIONS UNDER SECTION 5 (INDEMNITY) HEREIN, GASBOY WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED BY GASBOY'S NEGLIGENCE, AND THEN ONLY IN THE PROPORTION WHICH GASBOY'S NEGLIGENCE BEARS TO THE NEGLIGENCE OF OTHERS IN CAUSING THE INJURY OR DAMAGE), OR FOR ANY DAMAGES (REGARDLESS OF THEIR NATURE) CAUSED BY CUSTOMER'S FAILURE TO FULFILL ITS RESPONSIBILITIES AS SET FORTH HEREIN. IN NO EVENT SHALL GASBOY BE LIABLE UNDER THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUES, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGE, INCLUDING, BUT NOT LIMITED TO THOSE BASED UPON A BREACH OF WARRANTY, OR CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL, EQUITABLE, OR STATUTORY LEGAL THEORY. GASBOY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER HEREUNDER. IF CUSTOMER IS A GOVERNMENT AGENCY OR POLITICAL DIVISION, THEN THIS SECTION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.
10. If Customer requests Gasboy to perform activities outside of the provision of Services, such additional activities shall be subject to a separately agreement between the parties.
11. Upon expiration or termination of this Agreement, Gasboy shall have no further obligation to provide or perform any Services for Customer, Gasboy will invoice Customer for all accrued fees and reimbursable expenses, and Customer shall pay the invoice immediately upon receipt. Gasboy shall be entitled to recover from Customer all reasonable fees and other costs (including attorneys, consultants and other fees) incurred by Gasboy in enforcing its right under this Agreement. Sections 5-11 of this Schedule will survive any expiration or termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2019

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

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

PRODUCER Marsh USA, Inc 1301 5th Avenue Seattle, WA 98101 Attn: Fortive.certrequest@marsh.com CN117677530-STND-GAW-19-20	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : ACE American Insurance Company			22667
INSURER B : Indemnity Ins Co Of North America			43575
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** SEA-003574238-05 **REVISION NUMBER:** 5

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDOG27629751	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH08870500	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR48134373 (AoS)	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A				WLR48134361 (CA, AZ, MA)	07/01/2019	07/01/2020	E.L. EACH ACCIDENT	\$ 2,000,000
A				SCFC48134385 (WI)	07/01/2019	07/01/2020	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured for general liability but only as required by written contract with respect to the operations of the named insured. General liability coverage evidenced herein is considered primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER City of Costa Mesa Attn: Ruben Salas 2300 Placentia Ave Costa Mesa, CA 92627	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katie Stephens <i>Kathleen J. Stephens</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Fortive Corporation			Endorsement Number 12
Policy Symbol HDO	Policy Number G27629751	Policy Period 07/01/2019 to 07/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

POLICY NUMBER: HDO G27629751

1
Endorsement Number: 16

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>

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

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

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