

RESOLUTION NO. 2025-5

RESOLUTION OF THE BOARD OF DIRECTIONS OF DEL REY COMMUNITY SERVICES DISTRICT TO EXTEND CONTRACT WITH INDUSTRIAL WASTE AND SALVAGE COMPANY

WHEREAS, on or about June 18, 2020, the Del Rey Community Services District ("District") entered in to a contractual agreement ("Agreement") with Industrial Waste and Salvage Co., a California Corporation ("Contractor" or "IWS") for the provision of solid waste hauling services; and

WHEREAS, the term of the Agreement expires on June 30, 2025; however, under Section 2.0 of the Agreement, upon agreement between the District and IWS, the term may be extended for an additional five (5) year period, ending on June 30, 2030; and

WHEREAS, the District desires to extend the Agreement for an additional five years.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DEL REY COMMUNITY SERVICES DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

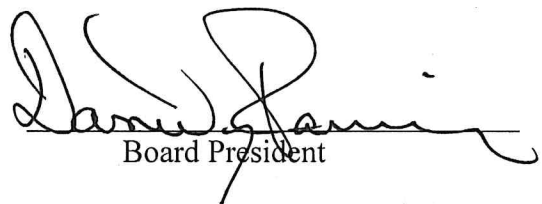
The Board resolves to extend the term of the Agreement for an additional five years, ending on June 30, 2030, and hereby authorizes the District Manager to execute an amendment to the Agreement with IWS to this effect.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the Board of Directors of Del Rey Community Services District at a Regular meeting thereof held on the 17th day of April, 2025.

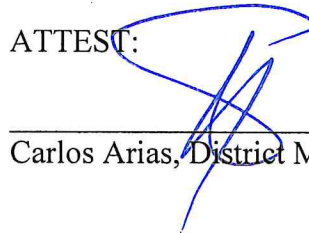
AYES: *Ramirez, Cisneros, Garza*

NOES: *Ø*

ABSENT: *nunez*


Board President

ATTEST:



Carlos Arias, District Manager

DEL REY COMMUNITY SERVICES DISTRICT
SOLID WASTE HAULING SERVICES AGREEMENT

This Agreement is made and entered into on 6/18/, 2020, between **Industrial Waste & Salvage Co., a California Corporation** (hereinafter referred to as (“Contractor” or “IWS”) and the **Del Rey Community Services District**, a California Community Service District operating under California Government Code Section 61000 et seq. (“District”) for solid waste hauling services. **The effective date of this Agreement is July 1, 2020.**

RECITALS

WHEREAS, Contractor is engaged in the business of hauling, disposal, and recycling solid waste and recyclable materials in Fresno County, specifically the area covered by District; and

WHEREAS, Contractor warrants that it has the experience and ability to perform the services set forth below; and

WHEREAS, the parties acknowledge that IWS has provided trash hauling services to the District for over 13 years; and

WHEREAS, on May 21, 2020, the Board of Directors of the Del Rey Community Services District approved Resolution Number 2020-9 in which the District Manager was authorized to execute a solid waste hauling services agreement with IWS consistent with the material terms set forth in said Resolution; and

WHEREAS, Contractor and District desire to enter into this Agreement to set forth in the terms and conditions by which Contractor shall provide solid waste (trash) pick up, hauling, disposal, and recycling services as more particularly set forth below.

NOW THEREFORE, in consideration of the respective covenants herein contained, the parties agree as follows:

1.0 SCOPE OF SERVICES. In compliance with the terms and conditions of this Agreement as more particularly set forth below, Contractor shall perform the work and services set forth in the “Scope of Services”, and “Community Benefits” attached hereto as Exhibits “A” and “B” and incorporated herein by reference. Contractor shall be paid in accordance with the Terms of Payment set forth in Exhibit “C”. The parties agree to the Definitions set forth in Exhibit “D”.

Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

2.0 TERM OF CONTRACT. The term of this agreement is July 1, 2020, and will continue in effect for a term of five (5) years until June 30, 2025. Upon agreement by Contractor and District this Agreement may be extended at any time for an additional five (5) year period terminating on June 30, 2030. This contract may be terminated by giving one hundred twenty (120) days’ written notice by either party in the event of default or breach by either party.

3.0 SERVICES.

3.1 SOLID WASTE HAULING. Commencing on the effective date, Contractor agrees to provide solid waste, green waste, and recyclable material (including any state-mandated organics/compost recycling) (collectively hereinafter referred to as "waste") containment, hauling, disposal, and recycling services, and all of the equipment necessary for such services as set forth in Exhibit "A" for and on behalf of the District during the term of this agreement. Contractor agrees to accept all waste pursuant to the terms of the Agreement, and shall haul such waste to a disposal, transfer, or recycling facility of its choosing. Upon deposit of materials into waste receptacles Contractor will take sole ownership of all such materials. This Agreement shall be exclusive as to residential services.

3.2 RECYCLING EDUCATION. Contractor agrees to hold bilingual educational forums twice a year at a venue agreed to by Contractor and the District. The intention of the forums is to promote recycling efforts within the community. Contractor will provide all educational materials for these events and will actively promote the events within the community.

3.3 COMMUNITY CLEAN UP. Contractor agrees to conduct a community clean up once per year for at least five hours, at the District Park or other named location, and will prepare a flier listing materials that may be accepted for hauling. This clean up shall be held on a day and time mutually agreed upon between the parties that will have maximum benefit to the community.

3.4 COMMUNITY BENEFITS. Contractor agrees to provide additional benefits to the District which are intended to enhance the quality of life in Del Rey, as set forth in Exhibit "B".

4.0 COMPENSATION & TERMS OF PAYMENT.

4.1 COMPENSATION. District shall pay Contractor according to the terms and rates set forth in Exhibit C, attached hereto and made a part hereof.

4.2 CONSUMER PRICE INDEX ADJUSTMENT ("C.P.I."). Beginning two (2) years after the commencement of this Agreement, hauling and disposal fees may be adjusted annually on the effective date each year by the actual change in the C.P.I. (as hereinafter defined) for the previous twelve (12) month period. Contractor will notify District thirty (30) days in advance of the proposed C.P.I. adjustment, of the expected amount of any adjustment allowed under this section with respect to such period. "C.P.I." means the consumer price index for the Western Region published by the United States Department of Labor Bureau of Labor Statistics ("BLS") or its successor. In the event of a negative change in the CPI, the rates shall not be adjusted negatively, but shall remain static for that rate period.

5.0 TERMS OF PAYMENT.

5.1 FEES, TAXES, AND OTHER ADJUSTMENTS. If during the term of the Agreement any state, federal, or local law, rule, regulation, or ordinance imposes any new or increased fees (including landfill Disposal Fees) or taxes on Contractor, or should Contractor incur unforeseen or uncontrollable increases in cost, it shall provide District with reasonable documentation of the increase in costs. District shall have ninety (90) days to accept or reject a compensatory price increase. If District rejects the price increase, the parties will meet and confer to resolve any dispute over the increase. If the parties cannot agree, Contractor may elect to terminate this Agreement by providing District with one hundred twenty (120) days' written notice.

5.2 TERMS OF PAYMENT. In accordance with Exhibit "C", each month, Contractor shall furnish to District an original invoice in a form approved by District for all work actually performed

during the preceding month. Submission of an invoice for payment under this Agreement, certifies that Contractor is in compliance with all provisions of the Agreement. The invoice shall detail charges for all solid waste hauling and any related and approved charges.

District shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty to forty five (30 to 45) days of receipt of Contractor's correct and undisputed invoice. District will make every effort to pay invoices within thirty (30) days; however, Contractor acknowledges and agrees that due to District's publicly-run warrant procedures, the District cannot guarantee that payment will occur exactly within this time period. In the event any charges or expenses are disputed by District, the invoice shall be returned by District to Contractor for correction and resubmission. Review and payment by the District of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

5.3 AUDIT PROCEDURE. District and Contractor will, at the end of each quarter, reconcile service addresses to avoid any discrepancy or confusion in billing amounts. Upon discovery of any billing discrepancy Contractor shall, with due diligence, correct the records in a timely manner.

5.4 RECORDS. All records generated and pertaining to the District are considered District records. If at any time either party is the subject of a Public Records Act request pertaining to District or its customers, District or Contractor shall immediately notify the parties and shall work cooperatively in the production of any responsive records or any objection or motions for protective order or other dispute in any administrative or court proceeding. Contractor will maintain records, conduct collection of data, and comply with applicable laws and regulations relating to solid waste hauling. Records, including customer information, shall be made available upon request by District after reasonable notice. Customer information and records shall be retained for a period of at least three (3) years, and shall be secured and backed up as required by best practices for waste haulers.

Contractor shall observe the privacy rights of customers, and shall not reveal any personally identifiable information to anyone without a lawful subpoena and without first notifying and contacting District.

5.5 ANNUAL REPORTS. Contractor will provide annual reports to the District which shall include but not be limited to a summary of services provided, number of customers served, hauling, disposal, and recycling statistics, charges, and community events.

6.0 ADDITIONAL SERVICES. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the District Manager to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation over the Contract Sum shall not exceed the amount of Five Thousand Dollars (\$5,000). Any greater increases, taken either separately or cumulatively, must be approved by the District Board. No claims for amounts due above the contracted price shall be valid unless the procedures established in this agreement are followed.

7.0 RESIDENTIAL & COMMERCIAL RECYCLING. District recognizes the importance of recycling. In an effort to increase diversion rates Contractor will draft and submit to the District Manager

a proposed mandatory recycling ordinance for residential and commercial accounts. District Manager may utilize such draft to develop a final ordinance to be presented to the District Board.

8.0 REPRESENTATIONS AND WARRANTIES.

8.1 CAPACITY TO CONTRACT. Contractor has full power, authority and legal right to enter into and to perform according to the terms of this Agreement.

8.2 COMPLIANCE WITH ALL APPLICABLE LAWS. Contractor shall at all times procure and maintain in effect all licenses and permits and conditions thereto for the hauling, disposal and generation of waste covered by this Agreement required by any and all agencies that may have jurisdiction over its operations. Contractor warrants that it is, and at all times during the Term will be, in compliance with all state and federal laws, permits, and licenses concerning the acceptable waste covered by this Agreement. Contractor is an independent contractor under the terms of this Agreement.

All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency of competent jurisdiction.

8.3 LICENSES, PERMITS, FEES AND ASSESSMENTS. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

8.4 RIGHT TO REFUSE UNACCEPTABLE WASTE. District acknowledges and agrees that Contractor will only accept acceptable waste and Contractor has the right to reject any waste or load of waste defined as unacceptable under common usage of that term under state and federal law.

9.0 INSURANCE. During the terms of the Agreement, Contractor agrees to carry Worker's Compensation Insurance in a form and coverage approved under the State law.

Contractor further agrees to carry a broad form comprehensive public liability and property damage insurance with an aggregate loss limit of not less than \$1,000,000 per occurrence and at least \$2,000,000 aggregate. Contractor shall name District as a named insured on said insurance policy and shall provide an endorsement to that effect from the insurance company or companies to District within ten (10) days of approval of this Agreement. Contractor shall deliver to District copies of policies of insurance evidencing the insurance procured by Contractor or deliver in lieu thereof certificates of coverage from the issuing insurance company or companies. The certificates shall bear the company underwriting the policy, the policy number, the amount and required provisions set forth above. Said policies of insurance shall contain a provision that the policy shall not be canceled or terminated without thirty (30) days' prior written notice from the insurance company to be given to the District. Contractor agrees that on or before thirty (30) days prior to expiration of any insurance policy, Contractor will deliver to District written notification in the form of a receipt or other similar documents from the insurance company that said policy or policies had been renewed, or shall deliver certificates of coverage from another good and solvent insurance company for such coverage.

10.0 INDEMNIFICATION.

10.1 GENERAL INDEMNITY. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless, and defend District and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to, personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

The indemnity obligation under this paragraph is in addition to and is not limited by any insurance which Contractor is otherwise required to maintain under this Agreement.

10.2 DEFENSE.

Immediately upon commencement of any lawsuits, claims, complaints, causes of actions, or other demands brought against District for liabilities arising out of or in any way connected to this Agreement, and in the event that Contractor is liable under the General Indemnity Section 10.1, Contractor shall: (1) defend District with attorney or counsel approved by District, and; (2) reimburse District for any out of pocket costs of defense. District may retain co-counsel at its own cost and expense and Contractor shall direct its counsel to assist and cooperate with District co-counsel.

11.0 BREACH, DEFAULT; SUSPENSION; TERMINATION.

11.1 NOTICE OF BREACH; CURE. "Breach" means any failure by Contractor to meet one or more of its obligations under this Agreement. If the District Manager determines that Contractor is in breach, the District may give notice identifying and describing the breach. Contractor may request to confer with District Manager within thirty (30) days of notice. Contractor shall cure the breach within: (1) thirty (30) days from the receipt of District's notice; or (2) a shorter period of time determined by District if District determines that the public health and safety so requires. Contractor may request additional time to correct the breach, but District may accept or reject that request in its sole discretion.

11.2 DEFAULTS, NOTICE, SUSPENSION AND TERMINATION.

a. Defaults. "Default" giving rise to a breach means any of the acts described below.

(i) Uncured or repeated breach: Contractor does not cure any breach of this Agreement within thirty (30) days of District's notice of such breach, unless due to uncontrollable circumstances, and Contractor has previously cured a specific instance of failure or refusal.

(ii) Failure to collect solid waste for seven (7) days unless due to uncontrollable circumstances, Contractor fails to provide services (other than Roll-off Boxes) for a period of: 1) seven (7) consecutive days following any scheduled collection date; or 2) seven (7) days in the aggregate from the date of this Agreement.

(iii) Failure to collect for more than seven (7) days -Contractor fails to provide services for more than seven (7) consecutive days, whether or not due to uncontrollable circumstances.

(iv) Failure to meet insurance / bond obligations with respect to insurance and other assurances of its performance under this Agreement.

(v) Bankruptcy or Insolvency: Contractor may be deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy and whether or not Contractor is insolvent within the meaning of the federal bankruptcy law. The filing of a bankruptcy or receivership whether caused or instituted by Contractor or other creditor shall be deemed a default and/or a breach of this Agreement.

(vi) Fraud or Misrepresentation: During the procurement of this Agreement or after the date of this Agreement, Contractor does any of the following with respect to this Agreement: 1) committed (or commits or attempts to commit) any fraud or deceit; 2) made (or makes) any intentional or material misrepresentations; 3) breaches any warranties; or 4) made (or makes) any materially false or misleading statement, representation, or warranty.

b. Suspension of Agreement. Together with any other rights or remedies District may exercise under this Agreement, the District Manager may suspend this Agreement and give immediate notice when default as set forth above has occurred, in whole or in part. The suspension shall continue only until Contractor demonstrates to District it can once again fully perform its obligations under this Agreement.

c. Termination. Together with any other rights or remedies that District has under this Agreement, the District Manager may terminate this Agreement effective on the "Termination Date" in whole or in part, upon the occurrence of any defaults listed above for more than ten (10) days regardless of the circumstances and whether or not the District Manager determines that the public health and safety has been negatively affected. District Manager in his or her sole discretion may choose any longer or shorter "Termination Date" following notice to Contractor upon determination that the public health and safety so require.

12.0 ASSIGNMENT. This Agreement shall not be assigned to any third party operator without the written consent of both parties.

13.0 AMENDMENTS. This Agreement constitutes the entire agreement between the parties and may not be amended without written notice and the written consent of the Board of Directors unless specifically authorized.

14.0 WAIVER. Waiver or default of any one provision herein shall not be deemed to be a waiver of any other provision herein, and shall not constitute a continuing waiver or default. No provision of this Agreement may be waived unless approved in writing by all parties and submitted to the Board of Directors for approval.

15.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

16.0 ATTORNEY'S FEES. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover reasonable attorney's fees and costs, whether or not the matter proceeds to judgment.

17.0 INTERPRETATION. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

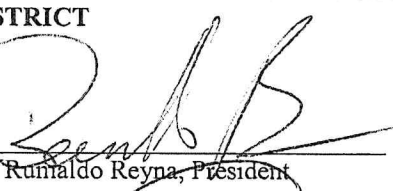
18.0 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

19.0 WARRANTY & REPRESENTATION OF NON-COLLUSION. No official, officer, or employee of District has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of District participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any District official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any District official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

20.0 ENTIRE AGREEMENT. This Agreement and the attached Exhibits constitute the entire Agreement between the District and Contractor and supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**DEL REY COMMUNITY SERVICES
DISTRICT**

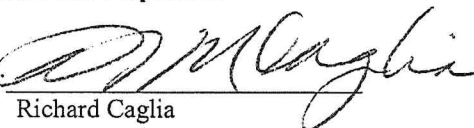
By: 
Rinaldo Reyna, President

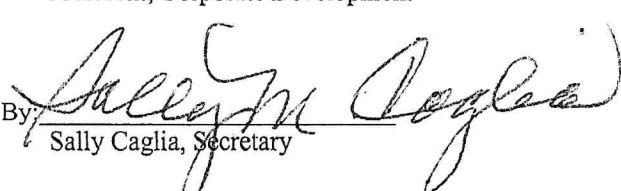
ATTEST:

By: 
Carlos Arias, Secretary

CONTRACTOR

Industrial Waste & Salvage Co.,
a California Corporation

By: 
Richard Caglia
President, Corporate Development

By: 
Sally Caglia, Secretary

APPROVED AS TO FORM:

By: Tommi R. Saghatelian
Tommi R. Saghatelian
Aleshire & Wynder, LLP
District Counsel

Attachments: Exhibit A -Scope of Services
Exhibit B -Community Benefits
Exhibit C -Compensation & Schedule of Payment
Exhibit D -Definitions

EXHIBIT A

SCOPE OF SERVICES

SOLID WASTE HAULING BINS AND SERVICE REQUIREMENTS

A. Bins: Residential and Commercial Customers :

1. Approximately 292 - full sets of 96 gallon cans (residential & commercial) consisting of 1 Trash, 1 Recycle, and 1 Green Waste. Actual number will vary & fluctuate with the Del Rey population.
2. Approximately 24 – 96 gallon trash cans (residential and commercial accounts needing more than 1 can)
3. Approximately 5 - Commercial Sets – 1 Trash, 1 Recycle or 1 Green Waste – Depending on customer needs.
4. Approximately 1 - Commercial Recycling Service (Apartments)
5. Approximately 5 - 3 yard bins (commercial)
6. Approximately 4 - 5 yard bins (commercial)

B. Contractor Shall Provide Service & Pickup; Once Per Year Clean Up, & 2 Educational Forums, as follows:

1. Weekly Residential and Commercial solid waste service for all customers sets: Solid waste pickup shall be provided every Wednesday.
2. Every other week: Recycle Waste pickup: Example: Trash and Recycle, alternating Wednesdays.
3. Every other week: Green Waste pickup: Example: Trash and Green Waste, alternating Wednesdays.
4. Hauling of remainder of bins: once per week on Wednesdays except for the 3-yard and 5-yard bins, which shall be picked up once per week on Fridays.
5. Once per year, for a minimum of 5 hours, Contractor shall provide & conduct a community clean-up. Contractor shall prepare and distribute with District assistance, a flier explaining types of waste that may be accepted. The "Clean up at the Park" for the community including disposal of all trash and waste shall be conducted on a date and time acceptable to both parties in the best interests of the community.
6. Side Yard service at no charge for elderly and disabled customers.
7. Missed pickup as needed.
8. Educational forums twice per year, in English & Spanish, with written materials for community members to learn about trash hauling, recycling, green waste & environmental issues.

EXHIBIT B

COMMUNITY BENEFITS

Contractor will provide the following community benefits during this contract.

1. A one-time \$2,500 donation to District within 30 days of execution of this Agreement, to be used for any community enhancement deemed appropriate by District.
2. Annual cash donations to District annual Thanksgiving Dinner, Christmas Parade, National Night Out, Easter Egg hunt.
3. Periodic annual street sweeping in the community.
4. Two free dump vouchers to each resident to dispose of a pick-up load, approximately 2 cubic yards of waste at CARTS facility.
5. Sponsorship of one annual BBQ during National Night Out with hot dogs, chips, sodas, water or a food truck, if requested.
6. Sponsorship of an annual poster contest competition for elementary children grades 1-3, and 4-6 administered by the District. Each first prize winner will receive a \$50 Walmart gift card, 2nd place winners will receive a \$25 gift card provided by Contractor.
7. Assistance to District with grant writing efforts for state and federal funding programs for disadvantaged communities.
8. Sponsorship/cash donation for Christmas toy distribution for District children, administered by District.

EXHIBIT C

COMPENSATION & SCHEDULE OF PAYMENTS

<u>Compensation.</u>	Monthly
i) Full sets of 96 gallon cans (residential & commercial) consisting of 1 Trash, 1 Recycle, and 1 Green Waste	\$19.48
ii) Approximately 24 – 96 gallon trash cans (residential and commercial accounts needing more than 1 can) monthly	\$4.31
iii) Approximately 5 - Commercial Sets 1 Trash, 1 Recycle or 1 Green Waste, monthly	\$17.06
iv) Approximately 1 - Commercial Recycling Service (Apartments)	\$71.98
v) Approximately 5 - 3 yard bins (commercial) (388)	\$77.60
vi) Approximately 4 - 5 yard bins (commercial)	\$258.64

Schedule & Terms Of Payment.

Each month, Contractor shall furnish to District an original invoice in a form approved by District for all work actually performed during the preceding month. Submission of an invoice for payment under this Agreement, certifies that Contractor is in compliance with all provisions of the Agreement.

Each invoice shall detail charges for all solid waste hauling and any related and approved charges. District shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement.

Except as to any charges for work performed which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty to forty five (30 to 45) days of receipt of Contractor's correct and undisputed invoice. District will make every effort to pay invoices within thirty (30) days; however, Contractor acknowledges and agrees that due to District's publicly-run warrant procedures, the District cannot guarantee that payment will occur exactly within this time period. In the event any charges or expenses are disputed by District, the invoice shall be returned by District to Contractor for correction and resubmission.

Review and payment by the District of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

EXHIBIT "D"

DEFINITIONS

1. "Waste" means any disposable solid waste including trash, green waste and recyclable materials. Waste delivered to a transfer station or the landfill, as applicable, shall have the required permits to receive such waste. Waste does not include hazardous or unacceptable waste and special waste.
2. "Recyclable Materials" means discarded materials intended for and capable of being returned to the economy in the form of raw materials for reuse including cardboard as defined by the California Public Resources Code, Division 30, Part 1, Chapter 2.
3. "Clean" means the material is reasonably free of contamination.
4. "Equipment" means any receptacle for waste provided and owned by Contractor for the purpose of storage or movement of materials and solid waste.
5. "Unacceptable Waste" means any special waste or hazardous waste that is not permitted to be transferred to any state licensed landfill or transfer station, any waste that contains free flowing liquids or waste that may pose harm to the public, and/or that Contractor deems, in its reasonable discretion, to be unacceptable.



CERTIFICATE OF LIABILITY INSURANCE

ELECT-1

OP ID: CV

DATE (MM/DD/YYYY)

06/15/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
DLL Insurance Agency II
1843 E Fir Ave Ste 102
Fresno, CA 93720
Greg Anderson

CONTACT NAME: Crystal Vargas, CISR

PHONE (A/C, No, Ext): 559-721-4705

FAX (A/C, No): 559-451-3415

E-MAIL ADDRESS: cvargas@dllinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Orange Avenue Disposal Co Inc
Industrial Waste & Salvage Co
PO Box 446
Fresno, CA 93709

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
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWC19415503	04/01/2020	04/01/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

30 day notice of cancellation except for non-payment or non-reporting which will be 10 days.

CERTIFICATE HOLDER

CANCELLATION

DELREYC

Del Rey Community
Services Department
10649 Morro Ave
Del Rey, CA 93616

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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CEDAR-1

OP ID: CV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 DLL Insurance Agency II 1843 E Fir Ave Ste 102 Fresno, CA 93720 Greg Anderson		CONTACT NAME: Crystal Vargas, CISR PHONE (A/C, No, Ext): 559-721-4705 FAX (A/C, No): 559-451-3415 E-MAIL ADDRESS: cvargas@dllinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Starr Indemnity & Liability	38318
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		1000066021191	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			1000336791191	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

30 day notice of cancellation except for non-payment or non-reporting which will be 10 days. Certificate Holder is included as an Additional Insured with respects to the General Liability with respects to work performed by the insured. Form attached

CERTIFICATE HOLDER

CANCELLATION

DELREYC Del Rey Community Services Department 10649 Morro Ave Del Rey, CA 93616	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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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000066021191

Effective Date: December 1, 2019 at 12:01 A.M.

Named Insured: Cedar Avenue Recycling & Transfer Station, LP

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

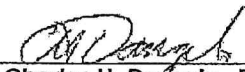
Where Required By Written Contract

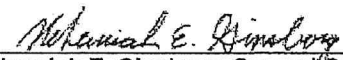
- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY


Charles H. Danfelo, President


Nehemiah E. Ginsburg, General Counsel



CERTIFICATE OF LIABILITY INSURANCE

ORANG-1

OP ID: CV

DATE (MM/DD/YYYY)

06/15/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 DLL Insurance Agency II 1843 E Fir Ave Ste 102 Fresno, CA 93720 Greg Anderson		CONTACT NAME: Crystal Vargas, CISR PHONE (A/C, No, Ext): 559-721-4705 E-MAIL ADDRESS: cvargas@dllinsurance.com FAX (A/C, No): 559-451-3415		
INSURED Orange Avenue Disposal Co Inc Industrial Waste & Salvage Co PO Box 446 Fresno, CA 93709		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Indemnity Co of CT		25682
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

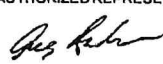
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS	X		8108N380584	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

30 day notice of cancellation except for non-payment or non-reporting which will be 10 days. Certificate Holder is included as an Additional Insured with respects to the Auto Liability with respects to work performed by the insured.

CERTIFICATE HOLDER**CANCELLATION**

DELREYC Del Rey Community Services Department 10649 Morro Ave Del Rey, CA 93616	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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

- The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

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

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

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.