

## AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES

This agreement for the provision of oil and lubricants services ("Agreement") is made and entered in this 19<sup>th</sup> day of August, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and POMA Companies, ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

### ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to provide vehicle maintenance and repair services for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing contractors in the industry providing like and similar types of Services.

### ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services state that Contractor shall provide oil and lubricants according to the Price and Fee bid as described in Exhibit "A," which is attached hereto and incorporated herein by reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to any applicable state prevailing wage laws.

### ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor public information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Fred Cardenas, City's Quality of Life Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

### ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Contractor shall perform and complete the Services in a prompt and diligent manner as reasonably requested from time to time by City. The Services shall commence within ten (10) days of the Effective Date of this Agreement.
- 4.2 During the term of this Agreement, City may request that Contractor perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by City for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Contractor for the Services, such Extra Services may be agreed to by official in accordance

with Chapter 2.16 of the Redlands Municipal Code. Contractor shall not perform, nor be compensated for, Extra Services without such written authorization from City.

- 4.3 The term of the Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) one-year additional terms (an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

#### ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 The total compensation for Contractor's performance of the Services shall not exceed the amount of Eighty Thousand Dollars (\$80,000) for oils and lubricants. City shall pay Contractor on a time and materials basis up to the not to exceed amount based upon the unit prices shown in Exhibit "A", entitled Price and Fee Bid.
- 5.2 Contractor shall submit invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Payment to POMA Companies will be adjusted annually, if this agreement is extended by the terms included herein, up to an amount equivalent to a positive increase in the Consumer Price Index from the previous year to the current year. The Consumer Price Index to be used for annual adjustments of any payments under this agreement is the CPI-U (Consumer Price Index for All Urban Consumers) Los Angeles-Riverside-Orange County.
- 5.4 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City  
Fred Cardenas, Director  
Quality of Life Department  
City of Redlands  
35 Cajon Street, Suite 222  
P.O. Box 3005 (mailing)  
Redlands, CA 92373

Contractor  
Mickey Doughty, Inside Sales Manager  
POMA Companies  
571 W. Slover Ave  
PO Box 479  
Bloomington, CA 92316

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

#### ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting

cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

- 6.2 Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "B," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Contractor shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Contractor shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.5 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act, omission or failure to act by Contractor, its officers, employees and agents in performing the Services.

#### ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make or participate in:

- (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
- (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements;
- (iii) authoring City to enter into, modify or renew a contract;

- (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) granting City approval to a plan, design, report, study or similar item;
- (vi) adopting, or granting City approval of policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, State of Economic Interests with the City Clerks' office pursuant to the written instructions provided by the City Clerk.

## ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Contractor in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City; provided, however, this Agreement may be terminated by City, in its sole discretion, by providing ten (10) days prior written notice to Contractor (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's

compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representative of the City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: Pete Aguilar  
Pete Aguilar, Mayor

POMA COMPANIES

By: Mickey Doughty  
Mickey Doughty, Inside Sales Manager

Attest:

Jeanne Donaldson  
Jeanne Donaldson,  
Deputy City Clerk

## EXHIBIT "A"

### PRICE AND FEE BID

|    | A.<br>PRODUCT DESCRIPTION             | B.<br>DELIVERY METHOD       | C.<br>EST. QUAN.<br>ANNUAL<br>USAGE | D.<br>PRODUCT OFFERED<br>(BRAND/MAKE) | E.<br>UNIT<br>PRICE \$ | F.*<br>EXTENDED<br>PRICE \$ |
|----|---------------------------------------|-----------------------------|-------------------------------------|---------------------------------------|------------------------|-----------------------------|
| 1  | Premium 15 W 40 OIL CJ4               | Quart                       | 55                                  | Chevron Delo LE 15w40                 | 3.352                  | 184.36                      |
| 2  | Premium 5 W 30 Oil GF4                | Quart                       | 44                                  | Chevron Supreme 5w30                  | 3.026                  | 133.14                      |
| 3  | ATF MERCON 5                          | Quart                       | 87                                  | Chevron ATF Merc 5                    | 3.837                  | 333.82                      |
| 4  | ATF MD3                               | Quart                       | 24                                  | Chevron ATF MD3                       | 2.832                  | 67.97                       |
| 5  | Premium Product 15 W 40 Oil CJ4       | Bulk Totes                  | 575                                 | Prime Perf HD 15w40                   | 1.987                  | 1142.53                     |
| 6  | ATF MD3                               | Bulk Totes                  | 225                                 | Prime Perf ATF MD3                    | 1.882                  | 423.45                      |
| 7  | Hydraulic Fluid AW68                  | Bulk Totes                  | 1536                                | Chevron Rando HD 68                   | 7.37                   | 11,320.32                   |
| 8  | 80/90 Gear Oil                        | Drum                        | 84                                  | Chevron RPM 80/90                     | 3.25                   | 273.00                      |
| 9  | PREMIUM 5W30 OIL GF4                  | Drum                        | 483                                 | Prime Perf Syn-bldn 5w30              | 7.30                   | 3,525.90                    |
| 10 | PREMIUM 15W40 LOW ASH NO<br>LIMIT     | Bulk                        | 227                                 | Chevron HDAX GED<br>Low Ash 15w40     | 12.873                 | 2,922.17                    |
| 11 | Coolant 50/50 Conventional<br>(Green) | Gallon                      | 52                                  | Defendal Univ 50/50                   | 5.82                   | 302.64                      |
| 12 | 5 W 20 Synthetic Oil                  | Drum                        | 425                                 | Prime Perf Syn 5w20                   | 9.75                   | 4,143.75                    |
| 13 | Trans Synthetic ATF                   | Drum                        | 110                                 | Chevron Syn ATF HD                    | 25.58                  | 2,813.80                    |
| 14 | Chassis Lube EP2                      | Drum                        | 400                                 | Red I Super Prem GR EP2               | 2.00                   | 800.00                      |
|    | *C x E=F                              | <b>TOTAL EXTENDED PRICE</b> |                                     |                                       |                        | <b>\$28,386.85</b>          |

## EXHIBIT "B"

### WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

#### CHECK ONE

X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

\_\_\_\_\_ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

POMA COMPANIES

Date: 8-11-2014

By: Mickey Doughty  
MICKEY DOUGHTY, Inside Sales Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/12/2014

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).

|                                                                                                                             |                                                 |                                    |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>Leavitt Ins Services of So California<br>#OF13098<br>1820 E. First Street, Ste 500<br>Santa Ana CA 92705 | <b>CONTACT NAME:</b> Lisa Andrade               |                                    |
|                                                                                                                             | <b>PHONE (A/C No. Ext):</b> (714) 569.2773      | <b>FAX (A/C No.):</b> 714.242.9546 |
| <b>INSURED</b><br>Poma Holding Company, Inc.<br>571 West Slover Ave<br>Bloomington, CA 92316-2454                           | <b>E-MAIL ADDRESS:</b> lisa-andrade@leavitt.com |                                    |
|                                                                                                                             | <b>INSURER(S) AFFORDING COVERAGE</b>            |                                    |
|                                                                                                                             | <b>INSURER A:</b> HDI-Gerling America Insurance | <b>NAIC #</b> 41343                |
|                                                                                                                             | <b>INSURER B:</b>                               |                                    |
|                                                                                                                             | <b>INSURER C:</b>                               |                                    |
|                                                                                                                             | <b>INSURER D:</b>                               |                                    |
| <b>INSURER E:</b>                                                                                                           |                                                 |                                    |
| <b>INSURER F:</b>                                                                                                           |                                                 |                                    |

**COVERAGES**

CERTIFICATE NUMBER: 14-15 GL A EXC-Poma Holdi

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 INSR                                           | SUBR WVD | POLICY NUMBER             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------|---------------------------|-------------------------|-------------------------|-------------------------------------------|--------------|
| A        | GENERAL LIABILITY                                                                                         |                                                     |          | EAGCD000015714            | 5/1/2014                | 5/1/2015                | EACH OCCURRENCE                           | \$ 2,000,000 |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                          |                                                     |          |                           |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |                                                     |          |                           |                         |                         | MED EXP (Any one person)                  | \$ EXCLUDED  |
|          |                                                                                                           |                                                     |          |                           |                         |                         | PERSONAL & ADV INJURY                     | \$ 2,000,000 |
|          |                                                                                                           |                                                     |          |                           |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |                                                     |          |                           |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                                     |          |                           |                         |                         |                                           | \$           |
| A        | AUTOMOBILE LIABILITY                                                                                      |                                                     |          | EAGCD000015714            | 5/1/2014                | 5/1/2015                | COMBINED SINGLE LIMIT (Ea accident)       | \$ 2,000,000 |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                              |                                                     |          |                           |                         |                         | BODILY INJURY (Per person)                | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                  |                                                     |          |                           |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          | <input checked="" type="checkbox"/> HIRED AUTOS                                                           | <input checked="" type="checkbox"/> SCHEDULED AUTOS |          |                           |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          | <input checked="" type="checkbox"/> Pollution/CA9948                                                      | <input type="checkbox"/> NON-OWNED AUTOS            |          |                           |                         |                         | MCS90 Endmt                               | \$ Included  |
| A        | UMBRELLA LIAB                                                                                             | <input checked="" type="checkbox"/> OCCUR           |          | EXAGD000015714            | 5/1/2014                | 5/1/2015                | EACH OCCURRENCE                           | \$ 3,000,000 |
|          | <input checked="" type="checkbox"/> EXCESS LIAB                                                           | <input type="checkbox"/> CLAIMS-MADE                |          | LEAD EXCESS - FOLLOW FORM |                         |                         | AGGREGATE                                 | \$ 3,000,000 |
|          | DED                                                                                                       |                                                     |          |                           |                         |                         |                                           | \$           |
|          | RETENTION \$                                                                                              |                                                     |          |                           |                         |                         |                                           |              |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                             |                                                     |          |                           |                         |                         | WC STATUTORY LIMITS                       | OTHER        |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | <input type="checkbox"/> Y/N                        | N/A      |                           |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                    |                                                     |          |                           |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |                                                                                                           |                                                     |          |                           |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

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

Re: Service Agreement

City of Redlands is named as Additional Insured, Primary & Non-Contributory and Waiver of Suborgation as respects to General Liability per endorsements CG2010 0413, ENAIPNC 0411 and CG2404 0509 and Auto Liability per endorsements ENAI5057 0911, ENCAIPNC 0911 and CA0444 1013 attached.

**CERTIFICATE HOLDER****CANCELLATION**

City of Redlands  
35 Cajon Street, Suite 222  
P O Box 3005  
Redlands, CA 92373

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Wells/MINERI

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

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location(s) Of Covered Operations |
|--------------------------------------------------------------------------------------------------------|-----------------------------------|
| AS REQUIRED BY WRITTEN CONTRACT, , , CA                                                                |                                   |
| 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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.** 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.

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

**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY  
COVERGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| Name of Person(s) or Organization(s) |
|--------------------------------------|
| Where required by written Contract   |

This insurance shall be excess over any other insurance naming the scheduled additional insured as an insured on a primary, excess, contingent, or on any other basis unless:

1. A written contract or agreement specifically requires that this insurance be primary and noncontributory.
2. The written contract is signed and executed by the named insured and additional insured prior to any "bodily injury", "property damage" or "personal and advertising injury".
3. This policy does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the Named Insured for the claim of a third party.
4. This insurance does not apply to the additional insured's liability to indemnify, defend

## 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

|                                                                           |
|---------------------------------------------------------------------------|
| <b>Name Of Person Or Organization:</b><br>AS REQUIRED BY WRITTEN CONTRACT |
|---------------------------------------------------------------------------|

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

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.

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

## **BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**WHO IS AN INSURED**, under **SECTION II – LIABILITY COVERAGE, A. COVERAGE**, is amended to include as an “insured”, any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to an “accident” for which coverage provided to an additional insured under this endorsement applies.

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those in written contract, agreement, permit or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limit of Insurance for Liability Coverage shown in the Declarations.
3. Coverage is not provided for “bodily injury” or “property damage” arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will be excess over and other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer’s rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Poma Holding Company, Inc.

**Endorsement Effective Date:** 05/01/14

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

AS REQUIRED BY WRITTEN CONTRACT

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: EAGCD000015714

EN CA AI PNC 09 11

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

**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY  
COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART

**SCHEDULE**

| Name of Person(s) or Organization(s) |
|--------------------------------------|
| Where required by written Contract   |

This insurance shall be excess over any other insurance naming the scheduled additional insured as an insured on a primary, excess, contingent, or on any other basis unless:

1. A written contract or agreement specifically requires that this insurance be primary and noncontributory.
2. The written contract is signed and executed by the named insured and additional insured prior to any "bodily injury", "property damage" or "personal and advertising injury".
3. This policy does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the Named Insured for the claim of a third party.
4. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/12/2014

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).

| <b>PRODUCER</b><br>Leavitt Ins Services of So California<br>#OF13098<br>1820 E. First Street, Ste 500<br>Santa Ana CA 92705 | <b>CONTACT NAME:</b> Lisa Andrade<br><b>PHONE (A/C No. Ext):</b> 714.569.2773<br><b>FAX (A/C No):</b> 714.917.3185<br><b>E-MAIL ADDRESS:</b> lisa-andrade@leavitt.com                                                                                                                                                                                                                                                      |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|-------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Poma Holding Company, Inc.<br>571 Slover<br>Bloomington, CA 92310                                         | <table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>HDI-Gerling America Insurance</td><td>41343</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | HDI-Gerling America Insurance | 41343 | INSURER B: |  |  | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                            | NAIC #                        |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                                                  | HDI-Gerling America Insurance                                                                                                                                                                                                                                                                                                                                                                                              | 41343                         |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |            |                               |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |

**COVERAGES**

CERTIFICATE NUMBER:13-14 WC PHC

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 INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                  |              |
|----------|------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|---------------------------------------------------------|--------------|
|          | <b>GENERAL LIABILITY</b>                                                                       |           |          |                |                         |                         | EACH OCCURRENCE                                         | \$           |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                          |           |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$           |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |           |          |                |                         |                         | MED EXP (Any one person)                                | \$           |
|          |                                                                                                |           |          |                |                         |                         | PERSONAL & ADV INJURY                                   | \$           |
|          |                                                                                                |           |          |                |                         |                         | GENERAL AGGREGATE                                       | \$           |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |           |          |                |                         |                         | PRODUCTS - COMP/OP AGG                                  | \$           |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                |                         |                         |                                                         | \$           |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                    |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident)                     | \$           |
|          | <input type="checkbox"/> ANY AUTO                                                              |           |          |                |                         |                         | BODILY INJURY (Per person)                              | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                       |           |          |                |                         |                         | BODILY INJURY (Per accident)                            | \$           |
|          | <input type="checkbox"/> HIRED AUTOS                                                           |           |          |                |                         |                         | PROPERTY DAMAGE (Per accident)                          | \$           |
|          |                                                                                                |           |          |                |                         |                         |                                                         | \$           |
|          | <b>UMBRELLA LIAB</b>                                                                           |           |          |                |                         |                         | EACH OCCURRENCE                                         | \$           |
|          | <input type="checkbox"/> EXCESS LIAB                                                           |           |          |                |                         |                         | AGGREGATE                                               | \$           |
|          | <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$                             |           |          |                |                         |                         |                                                         | \$           |
| <b>A</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                           |           |          | EWGCD000015713 | 12/31/2013              | 12/31/2014              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    |           | 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Service Agreement

Workers Compensation Waiver of Subrogation applies per endorsement WC040306 (Ed. 4-84) attached.

**CERTIFICATE HOLDER****CANCELLATION**City of Redlands  
35 Cajon Street, Suite 222  
P O Box 3005  
Redlands, CA 92373

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Wells/MINERI

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

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

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

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

**Schedule****Person or Organization****Job Description**

As Required By Written Contract

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

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

Endorsement Effective 12/31/13

Policy No. EWGCD000015713

Endorsement No.

Insured Poma Holding Company, Inc

Insurance Company HDI-Gerling America Insurance

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