

**CITY OF SAN CLEMENTE**  
**CONSTRUCTION CONTRACT**

**SSGM-11748 SEWER LINE REHABILITATION (CIPP)**  
**PROJECT NO. 28206**

**1. PARTIES AND DATE.**

This Contract is made and entered into this 3 day of June, 2024 by and between the City of San Clemente, a public agency of the State of California ("City") and SANCON TECHNOLOGIES, INC., a California corporation with its principal place of business at 5841 Engineer Dr., Huntington Beach, CA 92649 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

**2. RECITALS.**

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing Sanitary Sewer Line Cured-In-Place-Pipe (CIPP) rehabilitation-related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: California Contractor License, Class "A".

2.3 Project. City desires to engage Contractor to render such services for the SSGM-11748 Sewer Line Rehabilitation (CIPP), PN 28206 ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Federal Requirements (Exhibit "G")

- Insurance Requirements (Exhibit "H)
- Addenda
- Change Orders executed by the City
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-8
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within **thirty (30) working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.2 Force Majeure. Neither City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of One Thousand Dollars (\$1,000) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the

State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Forty One Thousand Eight Hundred Seventy Four Dollars (\$41,874.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as

determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one

acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state



and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II

or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### 3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such

Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in

connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "H" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty

at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.15.1 Warranty Bonds. At the time of completion of the project and prior to acceptance, a warranty bond in the amount of 25% of the contract price shall be required for a period of one (1) year after City recordation of Notice of Completion.

### 3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.17 General Provisions.



3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing

thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

SANCON TECHNOLOGIES, INC.  
5841 Engineer Dr.  
Huntington Beach, CA 92649  
Attn: Charles B. Parsons, CEO/Chief Financial Officer

**CITY:**

City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92673  
Attn: Laura Campagnolo, City Clerk and Amir Ilkhanipour, Principal  
Civil Engineer

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

3.17.11 Counterparts/Electronic Signature. This Contract may be executed in counterparts, each of which shall constitute an original. This Contract may be executed electronically with the same force and effect as an original ink signature. Bonds, if required, must be signed with original ink signatures and accompanied by notary acknowledgments.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Federal Provisions. Not Applicable

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

CITY OF SAN CLEMENTE

By:   
Andy Hall, City Manager

Dated: 6-5, 2024

ATTEST:

  
CITY CLERK of the City of  
San Clemente, California

APPROVED AS TO FORM:

  
Elizabeth A. Mitchell, City Attorney

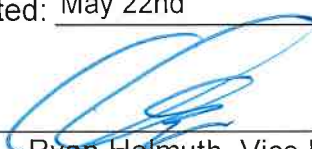
APPROVED AS TO AVAILABILITY  
OF FUNDING:

  
Finance Authorization

SANCON TECHNOLOGIES, INC.,  
a California corporation  
("CONSULTANT")

By:   
Charles B. Parsons, CEO/CFO

Dated: May 22nd, 2024

By:   
Ryan Helmuth, Vice President

Dated: May 22nd, 2024

**EXHIBIT "A"**  
**SERVICES / SCHEDULE**

## BID SCHEDULE

**SSGM-11748 SEWER LINE REHABILITATION (CIPP)  
PROJECT NO. 28206**

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Item Cost
1	Mobilization and Demobilization	L.S.	1	\$10,000-	\$10,000-
2	Traffic Control per WATCH	L.S.	1	\$10,000-	\$10,000-
3 (*)(**)	8" SS Line Rehabilitation	L.F.	232	\$82-	\$19,024-
4	Re-establish Service Laterals	EA.	7	\$50-	\$350-
5	Pre and post rehab/repair CCTV inspection	L.S.	1	\$2,500-	\$2,500-
<b>GRAND TOTAL BID:</b>					<b>\$41,874-</b>

**GRAND TOTAL BID (IN WORDS):** Forty One Thousand Eight hundred Seventy Four dollars

(\*) Pipe cleaning, root removal, video inspection and rehabilitation of existing sewer by installation of liner, including cutting out lateral connections and bypass pumping. A completed "Pipe Thickness Form" for the host pipe diameter size utilizing the design parameters, physical properties and test data as provided for in the Special Provisions. Failure to specify a rehabilitation method and a completed "Pipe Thickness Form" shall render the bid non-responsive. For bidding purposes it is not required for the "Pipe Thickness Form" to be signed and stamped by a Professional Engineer, only after a Contract is awarded.

(\*\*) Scope of work stated summarized. For specific scope of work for this bid item see Specifications (Exhibit B), "Special Provisions, Section 500 – Pipeline System Rehabilitation".

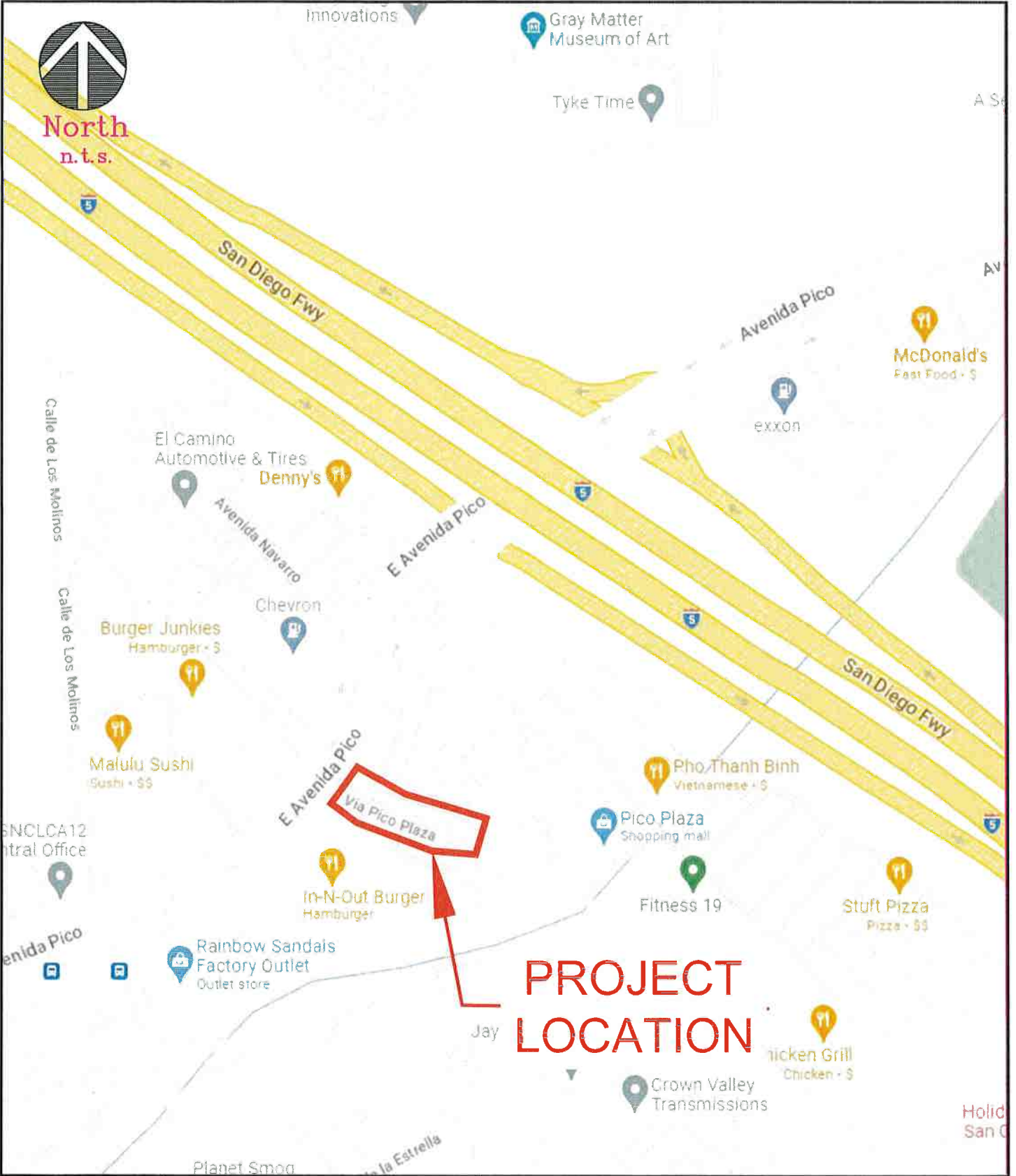
All quantities shown are estimates for bidding purposes only. The City reserves the right to delete any or all of the bid items from the Bid Schedule. The Contract will be awarded to the lowest responsive and responsible bidder based on the Lowest Grand Total Bid Proposal which is the sum of the total prices from Items 1 through 7.

BIDDER: Sancon Technologies, Inc.  
ADDRESS: 5841 Engineer Dr., Huntington Beach, CA 92649  
TELEPHONE: 714-891-2323 E-mail: dan@sancon.com

**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

S:\cd\Engineering\secure\PROJECTS\PN 28206 - Via Pico Plaza at In N Out SS Rehab\09-Plans & Specs\EXHIBITS.dwg Wednesday, February 22, 2023 2:59:08 PM



**PROJECT  
LOCATION**



*City of San Clemente*

910 Calle Negocio, Suite 100  
 San Clemente, CA 92673  
 Tel (949) 361-8100  
 Fax (949) 361-8316

LOCATION MAP

SSGM-11748  
 8" SANITARY SEWER LINE REHABILITATION (CIPP)  
 P.N. 28206



S:\cd\Engineering\secure\PROJECTS\PN 28206 - Via Pico Plaza at In N Out SS Rehab\09-Plans & Specs\EXHIBITS.dwg Wednesday, April 10, 2024 8:04:17 AM



ANITARY SEWER LINE SSGM-11748  
PROJECT SPECIFICATIONS.



North  
n.t.s.



PLAN

SSGM-11748  
3" SANITARY SEWER LINE REHABILITATION (CIPP)  
P.N. 28206

# **SPECIFICATIONS**

FOR

**SSGM-11748**  
**SEWER LINE REHABILITATION (CIPP)**  
**PROJECT No. 28206**

**SSGM-11748 SEWER LINE REHABILITATION (CIPP)  
Project No. 28206**

**TABLE OF CONTENTS**

INFORMATION FOR BIDDERS .....	2
LIST OF SUBCONTRACTORS .....	4
EXPERIENCE.....	5
PIPE THICKNESS FORM .....	6
PIPE FOREMAN QUALIFICATION FORM.....	8
MANHOLE FOREMAN QUALIFICATION FORM .....	9
GENERAL PROVISIONS .....	10
SPECIAL PROVISIONS.....	17
A. GENERAL .....	17
B. SECTION 500 - PIPELINE SYSTEM REHABILITATION.....	20
C. SECTION 502 - MANHOLE AND STRUCTURE REHABILITATION .....	29

## INFORMATION FOR BIDDERS

All improvement work required to be performed and materials furnished shall be performed and furnished in strict accordance with the applicable portions of: (1) the Plans and Specifications for SSGM-11748 Sewer Line Rehabilitation (CIPP), Project No. 28206; latest editions of the (2) "Standard Specifications for Public Works Construction", by the American Public Works Association (Green Book); (3) Orange County Public Works Department Standard Plans; (4) "Standard Plans for Public Works Construction", by the American Public Works Association; (5) "California Building Code"; (6) "California Plumbing Code"; (7) "California Mechanical Code"; (8) "California Electric Code"; "California Fire Code"; (9) "American with Disabilities Act (ADA) Handbook"; (10) latest editions of the American Water Works Association (AWWA), and City of San Clemente Sewer, Water and Engineering Division Technical Standards and Grading Manual: all as included herein, except for the Green Book which shall apply in general.

All traffic related improvements shall comply with the applicable portions of: (1) "Standard Plans", State of California, Department of Transportation, latest edition; (2) "The Work Area Traffic Control Handbook" W.A.T.C.H. Manual, latest edition; (3) "Standard Specifications", State of California, Department of Transportation, latest edition; (4) State of California Manual of Traffic Controls for Construction and Maintenance Work Zones, latest edition; and (5) California MUTCD, latest edition and its revisions.

### Project Scope / Contract Intent

Work includes but is not limited to traffic control, pipe cleaning, root removal, sewer line and sewer manhole video inspection (pre and post installation/repair), bypass pumping and rehabilitation of existing sewer line by installation of liner, including reestablishment of impacted lateral connections and coordination with In-N-Out Burger restaurant engineering/maintenance staff for the successful completion of the work.

The Contractor must submit a completed "Pipe Thickness Form" (see Bid Form) for each host pipe diameter size utilizing the design parameters, physical properties and test data as provided for in the Special Provisions. A new form shall be submitted prior to the start of the each project.

### Bidder's Qualifications

Bidder shall possess a Class "A", California State Contracting License in good standing, and shall have successfully completed two projects of similar scope for a public agency. The Contractor and all subcontractors (or concessionaires) must obtain and maintain in effect a valid City of San Clemente Business License prior to commencement of work, and during the entire time that work is being performed under the contract.

The Bidder shall have successfully installed the proposed lining method, a minimum of 5,000 lineal feet of pipe sizes greater than or equal to 6 inches in diameter in the United

States, and also have at least 3 years of qualified experience installing the proposed lining system in the United States, similar to those required for this project. The Contractor shall have performed at least 80% of the contracted work with his own in-house forces. The Contractor shall provide a statement certifying compliance with the experience requirement and information below at the time of the bid submittal. **Failure to provide the listed information with the Bid will cause the City to deem the Bid non-responsive:**

- a. Name of the owner/agency.
- b. Name and telephone number of a contact person with the owner/agency.
- c. Diameter and length of pipe installed.
- d. Project completion date.
- e. A valid California "Confined Space Rescue Training Certification";
- f. Statement indicating whether or not they have had any claims against their bond for completion of work. If so please explain why in detail;
- g. A completed "List of Subcontractors" form.
- h. A completed "Experience" form.
- i. A completed "Pipe Thickness Form.
- j. Proof of meeting lining material chemical resistance requirements per the Standards Specifications. Only this material shall be used during the term of the contract unless approved by the City of San Clemente.
- k. A completed "Pipe Foreman Qualification Form".
- l. A completed "Manhole Foreman Qualification Form".
- m. Provide their Experience Modifications Rate (EMR) for previous three (3) years

**The Contractor must also submit a completed "Pipe Foreman and Manhole Foreman Qualification Form" at the time of the bid submittal** indicating the name and qualifications of each foreman scheduled to work on the project. The Contractor is required to have at least one qualified foreman on the job at all times during construction. Qualified foreman must have a minimum of 1 year of supervisory field experience on at least 3 successfully completed lining method projects totaling a minimum of 2,000 lineal feet of 6 inch or larger diameter pipe, 1 year of supervisory field experience in Sewer Manhole Repair, and 1 year of supervisory field experience in flow diversion.



## EXPERIENCE

Submit a brief description of the character of work previously executed, giving the location, the year in which it was done, the agency or owner, and such other information as will tend to show ability to prosecute the work required by this Specification. List minimum of five (5) trenchless sewer rehabilitation projects successfully completed within the last three (3) years. For each project, provide the name and address of the agency, the contact person and his telephone number, the start and completion dates, and the original bid price and final amount paid.

1. City of Huntington Beach - 2000 Main St., Huntington Beach, CA 92648  
John Dettle (714) 536-5431 CIPP 8", 12" < 15" x 25,576' \$1,432,642.<sup>00</sup>  
Jan 2024 - current FY 2022/23 Sewer Lining Project
2. City of Huntington Beach - 2000 Main St. Huntington Beach, CA 92648  
Rafael Suarez (714) 374-1794 CIPP 8" x 25,545' \$945,839.<sup>00</sup>  
Oct 2022 - May 2023 FY 2021/22 Sewer Lining Project
3. City of Chino - 13220 Central Ave, Chino, CA 91710  
Eduardo Diaz (909) 334-3534 CIPP 8" x 16,500' \$1,061,750.<sup>00</sup>  
Aug 2022 - Jan 2023 Sewer Reline Project SW-220
4. Los Angeles County Sanitation Dist. - 1955 Workman Mill Rd, Whittier  
Edgar Rocha (562) 908-4288 CIPP 27' - 33" x 1,300' \$562,685.<sup>00</sup>  
June 2022 - Sept. 2022 Old River School Rd Emergency
5. Padre Dam Water District - 9300 Fanita Pkwy, Santee CA  
Kay Kim (619) 258-4646 CIPP 6", 8", 10", 12" \$483,674 -  
May 2023 - Feb 2024 Sewer Manhole Rehab 2023





List product manufacturer Company

Sancon Technologies, Inc.

Address

5841 Engineer Dr.

City Huntington Beach State CA Zip 92649

Phone 714-891-2323 Fax \_\_\_\_\_ E-mail dan@sancon.com

Method of installing liner ( ) pull-in (X) inversion ( ) other

Professional Engineer's Certification

Signed by: \_\_\_\_\_

(Signature)

(Engineer's Seal)



Professional Engineer No: \_\_\_\_\_

Expiration Date: \_\_\_\_\_



# CIPP Corporation

## Pipe Wall Thickness Design

ASTM F1216-16 - Fully Deteriorated Gravity Pipe Conditions  
with Partially Deteriorated Check

Copyright October 3, 2001, PEC Inc., Helena, Montana  
Updated 05-26-2020 RJP and IJB

PROJECT: **City of San Clemente**

SEGMENT ID: **8"**

<p><b>Existing Pipe Parameters:</b></p> <table style="width: 100%;"> <tr><td>D = Mean Inside Diameter of Original Pipe (in)</td><td style="text-align: right;">8.0 in</td></tr> <tr><td>H = Height of Soil Above Top of Pipe (ft)</td><td style="text-align: right;">12.5 ft</td></tr> <tr><td>W = Soil Density (lb/ft<sup>3</sup>)</td><td style="text-align: right;">120 lb/ft<sup>3</sup></td></tr> <tr><td>H<sub>w</sub> = Height of Water Table Above Top of Pipe (ft)</td><td style="text-align: right;">4.0 ft</td></tr> <tr><td>Δ = Percent Ovality of Original pipe</td><td style="text-align: right;">2.00 %</td></tr> <tr><td>Live Load Description</td><td style="text-align: right;">H-20</td></tr> </table>	D = Mean Inside Diameter of Original Pipe (in)	8.0 in	H = Height of Soil Above Top of Pipe (ft)	12.5 ft	W = Soil Density (lb/ft <sup>3</sup> )	120 lb/ft <sup>3</sup>	H <sub>w</sub> = Height of Water Table Above Top of Pipe (ft)	4.0 ft	Δ = Percent Ovality of Original pipe	2.00 %	Live Load Description	H-20	<p><b>Diagram for a Fully Deteriorated Design</b></p>																																																																															
D = Mean Inside Diameter of Original Pipe (in)	8.0 in																																																																																											
H = Height of Soil Above Top of Pipe (ft)	12.5 ft																																																																																											
W = Soil Density (lb/ft <sup>3</sup> )	120 lb/ft <sup>3</sup>																																																																																											
H <sub>w</sub> = Height of Water Table Above Top of Pipe (ft)	4.0 ft																																																																																											
Δ = Percent Ovality of Original pipe	2.00 %																																																																																											
Live Load Description	H-20																																																																																											
<p><b>CIPP Linear Parameters:</b></p> <table style="width: 100%;"> <tr><td>E<sub>s</sub> = Short Term Modulus of Elasticity (psi)</td><td style="text-align: right;">300,000 psi</td></tr> <tr><td>σ<sub>s</sub> = Short Term Flexural Strength (psi)</td><td style="text-align: right;">6,000 psi</td></tr> <tr><td>E's = Modulus of Soil Reaction (psi)</td><td style="text-align: right;">1000 psi</td></tr> <tr><td>N = Safety Factor</td><td style="text-align: right;">2.0</td></tr> <tr><td>ν = Poisson's Ratio</td><td style="text-align: right;">0.3</td></tr> <tr><td>K = Enhancement Factor</td><td style="text-align: right;">7.0</td></tr> <tr><td>Long Term Retention (%)</td><td style="text-align: right;">50%</td></tr> </table>	E <sub>s</sub> = Short Term Modulus of Elasticity (psi)	300,000 psi	σ <sub>s</sub> = Short Term Flexural Strength (psi)	6,000 psi	E's = Modulus of Soil Reaction (psi)	1000 psi	N = Safety Factor	2.0	ν = Poisson's Ratio	0.3	K = Enhancement Factor	7.0	Long Term Retention (%)	50%	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>Pipelines and conduits must have a diameter between 2 and 108 inches.</li> <li>The long term flexural strength and modulus are equal to the respective short term multiplied by the long term retention.</li> <li>The Poisson's Ratio is on average 0.3, the enhancement factor is 7, and the safety factor is 2.</li> <li>The water buoyancy factor must be at least 0.67 and it is calculated by the following formula: <math display="block">R_w = 1 - 0.33 \left( \frac{H_w}{H} \right)</math></li> <li>The ovality reduction factor is calculated by the following formula: <math display="block">C = \left( \frac{1 - \frac{\Delta}{100}}{1 + \frac{\Delta}{100}} \right)^3</math></li> </ol>																																																																													
E <sub>s</sub> = Short Term Modulus of Elasticity (psi)	300,000 psi																																																																																											
σ <sub>s</sub> = Short Term Flexural Strength (psi)	6,000 psi																																																																																											
E's = Modulus of Soil Reaction (psi)	1000 psi																																																																																											
N = Safety Factor	2.0																																																																																											
ν = Poisson's Ratio	0.3																																																																																											
K = Enhancement Factor	7.0																																																																																											
Long Term Retention (%)	50%																																																																																											
<p><b>Results for the Minimum Pipe Wall Thickness Requirements:</b></p> <p>Table 2: The Minimum Pipe Wall Thickness</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>t<sub>min</sub> (in)</th> <th>t<sub>min</sub> (mm)</th> </tr> </thead> <tbody> <tr> <td>t<sub>min, buckling</sub></td> <td style="text-align: center;">0.13</td> <td style="text-align: center;">3.4</td> </tr> <tr> <td>t<sub>min, partial</sub></td> <td style="text-align: center;">0.10</td> <td style="text-align: center;">2.6</td> </tr> <tr> <td>t<sub>min, ovality</sub></td> <td style="text-align: center;">0.05</td> <td style="text-align: center;">1.3</td> </tr> </tbody> </table> <p><b>Recommended Stock Size Wall Thickness</b></p> <p>t<sub>recommended</sub> = 0.18 in OR 4.5 mm</p>		t <sub>min</sub> (in)	t <sub>min</sub> (mm)	t <sub>min, buckling</sub>	0.13	3.4	t <sub>min, partial</sub>	0.10	2.6	t <sub>min, ovality</sub>	0.05	1.3	<p><b>Factor Summary:</b></p> <table style="width: 100%;"> <tr><td>E<sub>L</sub> = Long Term Modulus of Elasticity (psi)</td><td style="text-align: right;">150,000 psi</td></tr> <tr><td>σ<sub>L</sub> = Long Term Flexural Strength (psi)</td><td style="text-align: right;">2500 psi</td></tr> <tr><td>R<sub>w</sub> = Water Buoyancy Factor</td><td style="text-align: right;">0.8944</td></tr> <tr><td>C = Ovality Reduction Factor</td><td style="text-align: right;">0.836</td></tr> </table>	E <sub>L</sub> = Long Term Modulus of Elasticity (psi)	150,000 psi	σ <sub>L</sub> = Long Term Flexural Strength (psi)	2500 psi	R <sub>w</sub> = Water Buoyancy Factor	0.8944	C = Ovality Reduction Factor	0.836																																																																							
	t <sub>min</sub> (in)	t <sub>min</sub> (mm)																																																																																										
t <sub>min, buckling</sub>	0.13	3.4																																																																																										
t <sub>min, partial</sub>	0.10	2.6																																																																																										
t <sub>min, ovality</sub>	0.05	1.3																																																																																										
E <sub>L</sub> = Long Term Modulus of Elasticity (psi)	150,000 psi																																																																																											
σ <sub>L</sub> = Long Term Flexural Strength (psi)	2500 psi																																																																																											
R <sub>w</sub> = Water Buoyancy Factor	0.8944																																																																																											
C = Ovality Reduction Factor	0.836																																																																																											
<p><b>Load Calculations:</b></p> <p>W<sub>d</sub> = Dead Load (psi) <span style="float: right;">9.32 psi</span></p> $W_d = \frac{WHR_w}{\left(144 \frac{in^2}{ft^2}\right)}$ <p>P = Groundwater Load (psi) <span style="float: right;">1.73 psi</span></p> $P = \frac{\left(62.4 \frac{lb}{ft^3}\right) H_w}{\left(144 \frac{in^2}{ft^2}\right)} = \left(0.433 \frac{lb}{ft \cdot in^2}\right) H_w$ <p>W<sub>s</sub> = Live Load (psi) <span style="float: right;">2 col</span></p> <p>Determine if the piping goes under a highway, railroad, or airport and insert the proper column (HWY = col 2, RR = col 3, AIRPT = col 4). If none enter zero.</p> <p>q<sub>t</sub> = Total External Pressure on the Pipe (psi) <span style="float: right;">11.05 psi</span></p> $q_t = W_d + P + W_s$	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">H (ft) <sup>1</sup></th> <th colspan="3">Live Loads on Pipe (PSI)</th> </tr> <tr> <th>Highway <sup>2</sup></th> <th>Railway <sup>3</sup></th> <th>Airport <sup>4</sup></th> </tr> </thead> <tbody> <tr><td>1</td><td>12.50</td><td></td><td></td></tr> <tr><td>2</td><td>5.56</td><td>26.39</td><td>13.14</td></tr> <tr><td>3</td><td>4.17</td><td>23.61</td><td>12.28</td></tr> <tr><td>4</td><td>2.78</td><td>18.40</td><td>11.27</td></tr> <tr><td>5</td><td>1.74</td><td>16.67</td><td>10.09</td></tr> <tr><td>6</td><td>1.39</td><td>15.63</td><td>8.79</td></tr> <tr><td>7</td><td>1.22</td><td>12.15</td><td>7.85</td></tr> <tr><td>8</td><td>0.69</td><td>11.11</td><td>6.93</td></tr> <tr><td>10</td><td>0</td><td>7.64</td><td>6.09</td></tr> <tr><td>12</td><td>0</td><td>5.56</td><td>4.76</td></tr> <tr><td>14</td><td>0</td><td>4.17</td><td>3.06</td></tr> <tr><td>16</td><td>0</td><td>3.47</td><td>2.29</td></tr> <tr><td>18</td><td>0</td><td>2.78</td><td>1.91</td></tr> <tr><td>20</td><td>0</td><td>2.08</td><td>1.53</td></tr> <tr><td>22</td><td>0</td><td>1.91</td><td>1.14</td></tr> <tr><td>24</td><td>0</td><td>1.74</td><td>1.05</td></tr> <tr><td>26</td><td>0</td><td>1.39</td><td>0</td></tr> <tr><td>28</td><td>0</td><td>1.04</td><td>0</td></tr> <tr><td>30</td><td>0</td><td>0.69</td><td>0</td></tr> <tr><td>35</td><td>0</td><td>0</td><td>0</td></tr> <tr><td>40</td><td>0</td><td>0</td><td>0</td></tr> </tbody> </table> <p>Note: Table is from ASTM 796.</p>	H (ft) <sup>1</sup>	Live Loads on Pipe (PSI)			Highway <sup>2</sup>	Railway <sup>3</sup>	Airport <sup>4</sup>	1	12.50			2	5.56	26.39	13.14	3	4.17	23.61	12.28	4	2.78	18.40	11.27	5	1.74	16.67	10.09	6	1.39	15.63	8.79	7	1.22	12.15	7.85	8	0.69	11.11	6.93	10	0	7.64	6.09	12	0	5.56	4.76	14	0	4.17	3.06	16	0	3.47	2.29	18	0	2.78	1.91	20	0	2.08	1.53	22	0	1.91	1.14	24	0	1.74	1.05	26	0	1.39	0	28	0	1.04	0	30	0	0.69	0	35	0	0	0	40	0	0	0
H (ft) <sup>1</sup>	Live Loads on Pipe (PSI)																																																																																											
	Highway <sup>2</sup>	Railway <sup>3</sup>	Airport <sup>4</sup>																																																																																									
1	12.50																																																																																											
2	5.56	26.39	13.14																																																																																									
3	4.17	23.61	12.28																																																																																									
4	2.78	18.40	11.27																																																																																									
5	1.74	16.67	10.09																																																																																									
6	1.39	15.63	8.79																																																																																									
7	1.22	12.15	7.85																																																																																									
8	0.69	11.11	6.93																																																																																									
10	0	7.64	6.09																																																																																									
12	0	5.56	4.76																																																																																									
14	0	4.17	3.06																																																																																									
16	0	3.47	2.29																																																																																									
18	0	2.78	1.91																																																																																									
20	0	2.08	1.53																																																																																									
22	0	1.91	1.14																																																																																									
24	0	1.74	1.05																																																																																									
26	0	1.39	0																																																																																									
28	0	1.04	0																																																																																									
30	0	0.69	0																																																																																									
35	0	0	0																																																																																									
40	0	0	0																																																																																									

Minimum Wall Thickness Required for Buckling Pressure: ASTM 1216-16 EQ X1.3		
Calculated Values:	<p><math>q_t =</math> Total External Pressure on the Pipe (psi) 11.05 psi</p> $q_t = \left(\frac{1}{N}\right) \left(32R_w B' E' C \left(\frac{E_L I}{D^3}\right)^{0.5}\right)$ <p><math>B' =</math> Coefficient of Elastic Support (in lb) 0.360 inlb</p> $B' = \frac{1}{1 + 4e^{-0.065H}}$	Given Equations
Results:	<p>Minimum Wall Thickness (<math>t_{min, buckling}</math>) = 0.13 in OR 3.4 mm</p>	<p><math>I =</math> Moment of Inertia for CIPP (<math>in^3</math>)</p> $I = \frac{t^3}{12}$ <p><math>t =</math> Pipe Wall Thickness (in)</p> $t = \left(\frac{12q_t^2 N^2 D^3}{32R_w B' E' C E_L}\right)^{1/3}$ <p><math>E =</math> Initial Modulus of Elasticity</p> $E = 2E_L$ <p><math>DR =</math> Dimension Ratio</p> $DR = \frac{D}{t}$ <p>Constraint for Minimum Thickness</p> $\frac{E}{12(DR)^3} \geq 0.093 \text{ in} \cdot \text{lbs}$
Check with ASTM 1216-16 EQ X1.4:	<p><math>E =</math> Initial Modulus of Elasticity (psi) 300,000 psi</p> <p><math>DR =</math> Dimension Ratio 60.4</p> <p>Does the value meet the constraint? 0.11 in lbs</p> <p style="text-align: center;"><b>Pass</b></p>	
Minimum Wall Thickness Required for Partially Deteriorated Pipe Conditions: ASTM 1216-16 EQ X1.1		
Calculated Values:	<p><math>P_w =</math> Ground Water Load (psi) 2.02 psi</p> $P_w = \frac{2KE_L C}{N(1 - \nu^2)(DR - 1)^3} = \frac{62.4}{144} \left(h_w + \frac{D}{12}\right)$ <p><math>DR =</math> Dimension Ratio 79.1</p>	Given Equations
Results:	<p>Minimum Wall Thickness (<math>t_{min, partially}</math>) = 0.10 in OR 2.6 mm</p>	<p><math>DR =</math> Dimension Ratio</p> $DR = \left(\frac{2KE_L C}{PN(1 - \nu^2)}\right)^{1/3} + 1$ <p><math>t =</math> Pipe Wall Thickness (in)</p> $t = \frac{D}{DR}$
Minimum Wall Thickness Required for Ovality: ASTM 1216-16 EQ X1.2		
Calculated Values:	<p><math>a =</math> Constant Multiplier for the Squared Variable 0.0306</p> $a = 0.015\Delta \left(1 + \frac{\Delta}{100}\right)$ <p><math>b =</math> Constant Multiplier for the Variable to the First Power -0.5100</p> $b = -0.5 \left(1 + \frac{\Delta}{100}\right)$ <p><math>c =</math> Constant Term -618.1</p> $c = -\frac{\sigma_L}{PN}$ <p><math>DR =</math> Dimension Ratio 150.7</p>	Given Equations
Results:	<p>Minimum Wall Thickness (<math>t_{min, ovality}</math>) = 0.053 in OR 1.3 mm</p>	<p>Quadratic Version of EQ 1.2</p> $0.015\Delta(DR^2) \left(1 + \frac{\Delta}{100}\right) - 0.5DR \left(1 + \frac{\Delta}{100}\right) - \frac{\sigma_L}{PN} = 0$ <p>Solution to the Quadratic Equation</p> $ax^2 + bx + c = 0$ $x = DR = \frac{-b \pm \sqrt{b^2 - 4ac}}{2a}$ <p>Note: Only the adding solution to the quadratic equation will be used because it produces the larger dimension ratio which in turn produces the minimum wall thickness required.</p> <p><math>t =</math> Pipe Wall Thickness (inches)</p> $t = \frac{D}{DR}$



# CORVE8190

## Thixotropic Vinyl Ester Resin

### Technical Data Sheet

CORVE8190 is a promoted, thixotropic, corrosion resistant, epoxy vinyl ester resin for use in the manufacture of liner pipe using cured-in-place techniques. The corrosion resistance of this resin is comparable to that of CORVE8100. Data on any specific testing or corrosion recommendations will be supplied upon request.

FEATURES	BENEFITS
• Moderate Composite Exotherm	• Resistant to distortion during cure cycle
• Fast Cure Time	• Shorter cycle times and fast hardness development
• Good Fiberglass Wet-Out	• High composites physical properties
• Tested Under ASTM D2990 for Flexural Modulus Creep	• Retains structural integrity under load in severe conditions

RELATED PRODUCTS	GEL TIME
CORVE8190 (Viscosity 2,000-4,000; Thixotropic Index 2.9-3.9)	10-20 Minutes (RTCS >24 Hours)
CORVE8190M (Viscosity 2,000-4,000; Thixotropic Index 2.9-3.9; Odor-masked)	10-20 Minutes (RTCS >24 Hours)
CORVE8190SM (Viscosity 2,000-4,000; Thixotropic Index 2.9-3.9; Odor-masked)	18-25 Minutes (RTCS >40 Hours)

LIQUID PROPERTIES	RESULTS
Viscosity, Brookfield Model RV, #4 Spindle @ 20 rpm, 77°F (25°C), cPs	2,000-4,000
Thixotropic Index	2.9-3.9
Gel Time run in a 140°F (60°C) water bath, initiated with 1.0 phr of Perkadox 16 and 0.5 phr of Trigonox C *	
Gel Time, 130°F to 150°F (54-66°C), min:sec	10:00-20:00
Gel to Peak, 150°F (66°C) to Peak Exotherm Time, min:sec	2:00-10:00
Peak Exotherm	310-400°F (154-204°C)
Non-Volatile Content, %	58.0-66.0
Room Temperature Catalyzed Stability, hours	>24
Weight per Gallon, lbs.	8.80-9.00

TYPICAL PROPERTIES						
Thickness	1/8 inch (3.2 mm) Casting			1/4 inch (6.4 mm) Laminate		
Construction	Not Applicable			CIPP Felt Laminate		
Flexural Strength, ASTM D790	19,100 psi	132 MPa		11,000 psi	76 MPa	
Flexural Modulus, ASTM D790	4.7 x 10 <sup>5</sup> psi	3,241 MPa		5.1 x 10 <sup>5</sup> psi	3,500 MPa	
Tensile Strength, ASTM D638	11,000 psi	76 MPa		6,800 psi	47 MPa	
Tensile Modulus, ASTM D638	4.6 x 10 <sup>5</sup> psi	3,172 MPa		5.3 x 10 <sup>5</sup> psi	3,700 MPa	
Tensile Elongation, ASTM D638	4.2 %	4.2 %		2.0 %	2.0 %	
Barcol Hardness, 934-1 gauge, ASTM D2583	36	36		N/A	N/A	
Heat Distortion Temperature, ASTM D648	215 °F	102 °C		197 °F	92 °C	

\* Gel time and reactivity will vary due to the type and concentration of Free Radical Initiator (catalyst), shop temperature, humidity, and type of fillers used. In order to meet your individual needs consult our technical sales representative for assistance.

All specifications and properties specified above are approximate. Specifications and properties of material delivered may vary slightly from those given above. Interplastic Corporation makes no representations of fact regarding the material except those specified above. No person has any authority to bind Interplastic Corporation to any representation except those specified above. Final determination of the suitability of the material for the use contemplated is the sole responsibility of the Buyer. Our technical sales representatives will assist in developing procedures to fit individual requirements, but all advice is accepted at your risk and should be checked for suitability to your particular processes. These test data and properties are based on results obtained for a specific material under the specified test conditions. They are not to be used as specifications and are not warranted as performance attributes for any product or system. Specifications and properties of standard production material may vary slightly from those in this report. Interplastic Corporation makes no warranties regarding any material and/or samples described in this report unless that representation is provided to your company in writing by a Technical Director of Interplastic Corporation or one of his or her managers.

**INTERPLASTIC CORPORATION**  
 2015 Northeast Broadway Street  
 Minneapolis, Minnesota 55413-1775  
 651.481.6860 Fax 612.331.4235  
[www.interplastic.com](http://www.interplastic.com)

# SAFETY DATA SHEET



Vinyl Ester Base Resin

## Section 1. Identification

**GHS product identifier** : Vinyl Ester Base Resin  
**Product code** : CORVE8190  
**Other means of identification** : Vinyl Ester Resin  
**Product type** : Liquid.

### Relevant identified uses of the substance or mixture and uses advised against

Industrial applications.

**Supplier's details** : INTERPLASTIC CORPORATION  
1225 Willow Lake Boulevard  
St. Paul, MN 55110-5145  
651.481.6860

**Emergency telephone number (with hours of operation)** : CHEMTREC 24-Hour Emergency Telephone  
US and Canada 800.424.9300  
Outside US and Canada +1 703.741.5970

## Section 2. Hazards identification

**OSHA/HCS status** : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

**Classification of the substance or mixture** : FLAMMABLE LIQUIDS - Category 3  
ACUTE TOXICITY (inhalation) - Category 4  
SKIN IRRITATION - Category 2  
EYE IRRITATION - Category 2A  
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3  
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (hearing organs) - Category 1  
Percentage of the mixture consisting of ingredient(s) of unknown dermal toxicity: 40.2%  
Percentage of the mixture consisting of ingredient(s) of unknown inhalation toxicity: 1.3%

### GHS label elements

**Hazard pictograms** :



**Signal word** : Danger

**Hazard statements** : Flammable liquid and vapor.  
Harmful if inhaled.  
Causes serious eye irritation.  
Causes skin irritation.  
May cause respiratory irritation.  
Causes damage to organs through prolonged or repeated exposure. (hearing organs)

### Precautionary statements

## Section 2. Hazards identification

- Prevention** : Wear protective gloves. Wear eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating, lighting and all material-handling equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Keep container tightly closed. Use only outdoors or in a well-ventilated area. Do not breathe vapor. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling.
- Response** : Get medical attention if you feel unwell. **IF INHALED:** Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or physician if you feel unwell. **IF ON SKIN (or hair):** Take off immediately all contaminated clothing. Rinse skin with water or shower. **IF ON SKIN:** Wash with plenty of soap and water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs: Get medical attention. **IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.
- Storage** : Store in a well-ventilated place. Keep cool. Store containers in a safe place.
- Disposal** : Dispose of contents and container in accordance with all local, regional, national and international regulations. Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.
- Hazards not otherwise classified** : None known.

## Section 3. Composition/information on ingredients

- Substance/mixture** : Mixture
- Other means of identification** : Vinyl Ester Resin

Ingredient name	%	CAS number
styrene	<= 39.0	100-42-5

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

Any concentration shown as exact is based on formula.

**There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.**

Occupational exposure limits, if available, are listed in Section 8.

VOC content is listed in Section 9.

Environmental composition is shown in Section 15.

## Section 4. First aid measures

### Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention. Buffered baby shampoo will aid in removal of resin.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

## Section 4. First aid measures

- Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention following exposure or if feeling unwell. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

### Most important symptoms/effects, acute and delayed

#### Potential acute health effects

- Eye contact** : Causes serious eye irritation.
- Inhalation** : Harmful if inhaled. May cause respiratory irritation.
- Skin contact** : Causes skin irritation.
- Ingestion** : No known significant effects or critical hazards.

#### Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:  
pain or irritation  
watering  
redness
- Inhalation** : Adverse symptoms may include the following:  
respiratory tract irritation  
coughing
- Skin contact** : Adverse symptoms may include the following:  
irritation  
redness
- Ingestion** : No specific data.

### Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

## Section 5. Fire-fighting measures

### Extinguishing media

- Suitable extinguishing media** : Use dry chemical, CO<sub>2</sub>, water spray (fog) or foam.
- Unsuitable extinguishing media** : Do not use water jet.

## Section 5. Fire-fighting measures

- Specific hazards arising from the chemical** : Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back.
- Hazardous thermal decomposition products** : Decomposition products may include the following materials:  
carbon dioxide  
carbon monoxide  
halogenated compounds  
metal oxide/oxides
- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## Section 6. Accidental release measures

### Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

### Methods and materials for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dispose of via a licensed waste disposal contractor. Absorb with an inert material and transfer the spilled material and absorbent to an appropriate waste disposal container. Wear appropriate respirator when ventilation is inadequate. Wear eye/face protection.
- Large spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal. Wear appropriate respiratory protection. Wear protective clothing and eye or face protection:



## Section 7. Handling and storage

### Precautions for safe handling

**Protective measures** : Put on appropriate personal protective equipment (see Section 8). Do not breathe vapor or mist. Do not ingest. Avoid contact with eyes, skin and clothing. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

**Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

**Conditions for safe storage, including any incompatibilities** : Do not store above the following temperature: 38°C (100.4°F). Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use. Store containers in a safe place.

## Section 8. Exposure controls/personal protection

### Control parameters

#### Occupational exposure limits

Ingredient name	Exposure limits
styrene	<p><b>ACGIH TLV (United States, 3/2018).</b>            TWA: 20 ppm 8 hours.            TWA: 85 mg/m<sup>3</sup> 8 hours.            STEL: 40 ppm 15 minutes.            STEL: 170 mg/m<sup>3</sup> 15 minutes.</p> <p><b>OSHA PEL 1989 (United States, 3/1989).</b>            TWA: 50 ppm 8 hours.            TWA: 215 mg/m<sup>3</sup> 8 hours.            STEL: 100 ppm 15 minutes.            STEL: 425 mg/m<sup>3</sup> 15 minutes.</p> <p><b>OSHA PEL Z2 (United States, 2/2013).</b>            TWA: 100 ppm 8 hours.            CEIL: 200 ppm            AMP: 600 ppm 5 minutes.</p> <p><b>NIOSH REL (United States, 10/2016).</b>            TWA: 50 ppm 10 hours.            TWA: 215 mg/m<sup>3</sup> 10 hours.            STEL: 100 ppm 15 minutes.            STEL: 425 mg/m<sup>3</sup> 15 minutes.</p>

## Section 8. Exposure controls/personal protection

- Appropriate engineering controls** : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.
- Individual protection measures**
- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.
- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.
- Skin protection**
- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

## Section 9. Physical and chemical properties

### Appearance

- Physical state** : Liquid.
- Color** : Various
- Odor** : Sweetish.
- Odor threshold** : 0.1 ppm
- pH** : Not applicable.
- Melting point** : Not available.
- Boiling point** : 145°C (293°F)
- Flash point** : Closed cup: 31°C (87.8°F)
- Evaporation rate** : <1 (butyl acetate = 1)

## Section 9. Physical and chemical properties

<b>Lower and upper explosive (flammable) limits</b>	: Lower: 0.9% Upper: 6.8%
<b>Vapor pressure</b>	: 0.67 kPa (5 mm Hg) [room temperature]
<b>Vapor density</b>	: 3.6 [Air = 1]
<b>Relative density</b>	: 0.9 to 1.3
<b>Solubility</b>	: Not available.
<b>Solubility in water</b>	: Not applicable.
<b>Partition coefficient: n-octanol/water</b>	: Not available.
<b>Auto-ignition temperature</b>	: Not available.
<b>Viscosity</b>	: Not available.
<b>VOC content</b>	: 39.4 % (w/w) As shipped, including monomers and additives.

## Section 10. Stability and reactivity

<b>Reactivity</b>	: No specific test data related to reactivity available for this product or its ingredients.
<b>Chemical stability</b>	: The product is stable.
<b>Possibility of hazardous reactions</b>	: Hazardous reactions or instability may occur under certain conditions of storage or use.
<b>Conditions to avoid</b>	: Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas. Hazardous polymerization may occur under certain conditions of storage or use. Keep away from heat and direct sunlight. Keep away from heat and flame. Keep away from oxidizing agents.
<b>Incompatible materials</b>	: Reactive or incompatible with the following materials: oxidizing materials Reactive or incompatible with the following materials: metals, acids and alkalis. Incompatible with alkali metals. Incompatible with some alkalis. Incompatible with some strong acids. Incompatible with copper alloys, brass.
<b>Hazardous decomposition products</b>	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

## Section 11. Toxicological information

### Information on toxicological effects

#### Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
styrene	LC50 Inhalation Gas.	Rat	2770 ppm	4 hours
	LC50 Inhalation Vapor	Rat	11800 mg/m <sup>3</sup>	4 hours
	LD50 Oral	Rat	2650 mg/kg	-

#### Irritation/Corrosion

## Section 11. Toxicological information

Product/ingredient name	Result	Species	Score	Exposure	Observation
styrene	Eyes - Mild irritant	Human	-	50 parts per million	-
	Eyes - Moderate irritant	Rabbit	-	24 hours 100 milligrams	-
	Eyes - Severe irritant	Rabbit	-	100 milligrams	-
	Skin - Mild irritant	Rabbit	-	500 milligrams	-
	Skin - Moderate irritant	Rabbit	-	100 Percent	-

### Sensitization

Not available.

### Mutagenicity

Not available.

### Carcinogenicity

Not available.

**Conclusion/Summary** : Styrene manufacturers have determined that the weight of evidence for the carcinogenicity of this substance does not meet the criteria for classification.

Styrene is listed by IARC as a possible carcinogen to humans (Group 2B) based on "limited evidence" in humans, "limited evidence" in animals and "other relevant data". The United States NTP listed styrene as reasonably anticipated to be a human carcinogen based on "limited evidence" from studies in humans, "sufficient evidence" from studies in experimental animals, and supporting data on mechanisms of carcinogenesis. The significance of these results for humans has not been established through risk assessment.

### Classification

Product/ingredient name	OSHA	IARC	NTP
styrene	-	2A	Reasonably anticipated to be a human carcinogen.

### Reproductive toxicity

Not available.

### Teratogenicity

Not available.

### Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
styrene	Category 3	Not applicable.	Respiratory tract irritation

### Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
styrene	Category 1	Inhalation	hearing organs

A study of long term effects of workers exposed to styrene levels in the range of 25-35 ppm for an 8-hour TWA indicated a possible mild hearing loss.

### Aspiration hazard

## Section 11. Toxicological information

Name	Result
styrene	ASPIRATION HAZARD - Category 1

**Information on the likely routes of exposure** : Not available.

### Potential acute health effects

**Eye contact** : Causes serious eye irritation.  
**Inhalation** : Harmful if inhaled. May cause respiratory irritation.  
**Skin contact** : Causes skin irritation.  
**Ingestion** : No known significant effects or critical hazards.

### Symptoms related to the physical, chemical and toxicological characteristics

**Eye contact** : Adverse symptoms may include the following:  
 pain or irritation  
 watering  
 redness  
**Inhalation** : Adverse symptoms may include the following:  
 respiratory tract irritation  
 coughing  
**Skin contact** : Adverse symptoms may include the following:  
 irritation  
 redness  
**Ingestion** : No specific data.

### Delayed and immediate effects and also chronic effects from short and long term exposure

#### Short term exposure

**Potential immediate effects** : Not available.  
**Potential delayed effects** : Not available.

#### Long term exposure

**Potential immediate effects** : Not available.  
**Potential delayed effects** : Not available.

#### Potential chronic health effects

Not available.

**General** : Causes damage to organs through prolonged or repeated exposure.  
**Carcinogenicity** : No known significant effects or critical hazards.  
**Mutagenicity** : No known significant effects or critical hazards.  
**Teratogenicity** : No known significant effects or critical hazards.  
**Developmental effects** : No known significant effects or critical hazards.  
**Fertility effects** : No known significant effects or critical hazards.

### Numerical measures of toxicity

#### Acute toxicity estimates

## Section 11. Toxicological information

Route	ATE value
Oral	6624.8 mg/kg
Inhalation (gases)	7118.9 ppm
Inhalation (vapors)	30.33 mg/l

## Section 12. Ecological information

### Toxicity

Product/ingredient name	Result	Species	Exposure
styrene	Acute EC50 1400 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 720 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 4700 µg/l Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 52 mg/l Marine water	Crustaceans - Artemia salina	48 hours
	Acute LC50 4020 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Chronic NOEC 63 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours

### Persistence and degradability

Product/ingredient name	Test	Result	Dose	Inoculum
styrene	OECD	70 % - Readily - 28 days	-	-

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
styrene	-	-	Readily

### Bioaccumulative potential

Product/ingredient name	LogP <sub>ow</sub>	BCF	Potential
styrene	0.35	13.49	low

### Mobility in soil

Soil/water partition coefficient (K<sub>oc</sub>) : Not available.

Other adverse effects : No known significant effects or critical hazards.






## Section 13. Disposal considerations

**Disposal methods** : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere

## Section 13. Disposal considerations

inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

## Section 14. Transport information

	DOT Classification	Mexico Classification	TDG Classification	IATA	IMDG
UN number	UN1866	UN1866	UN1866	UN1866	UN1866
UN proper shipping name	RESIN SOLUTION	RESIN SOLUTION	RESIN SOLUTION	RESIN SOLUTION	RESIN SOLUTION
Transport hazard class(es)	3 	3 	3 	3 	3 
Packing group	III	III	III	III	III
Environmental hazards	No.	No.	No.	No.	No.

### Additional information

- DOT Classification** : **Reportable quantity** 2570 lbs / 1166.8 kg [280.21 gal / 1060.7 L]. Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.
- TDG Classification** : Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3).

**Special precautions for user** : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

**Transport in bulk according to Annex II of MARPOL and the IBC Code** : Not available.

## Section 15. Regulatory information

**U.S. Federal regulations** : **TSCA 8(a) PAIR:** triethyl phosphate  
**TSCA 8(a) CDR Exempt/Partial exemption:** Not determined  
**TSCA 8(c) calls for record of SAR:** triethyl phosphate  
**Clean Water Act (CWA) 307:** ethylbenzene  
**Clean Water Act (CWA) 311:** styrene; ethylbenzene; xylene

**Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs)** : Listed

**Clean Air Act Section 602 Class I Substances** : Not listed

**Clean Air Act Section 602 Class II Substances** : Not listed

**SARA 302/304**

## Section 15. Regulatory information

### Composition/information on ingredients

Name	%	EHS	SARA 302 TPQ		SARA 304 RQ	
			(lbs)	(gallons)	(lbs)	(gallons)
4,4-dihydroxybenzene	<0.1	Yes.	500 / 10000	-	100	-

**SARA 304 RQ** : 2000000 lbs / 908000 kg [218062 gal / 825454.5 L]

### SARA 311/312

**Classification** : FLAMMABLE LIQUIDS - Category 3  
 ACUTE TOXICITY (inhalation) - Category 4  
 SKIN IRRITATION - Category 2  
 EYE IRRITATION - Category 2A  
 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3  
 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (hearing organs) - Category 1

### SARA 313

	Product name	CAS number	%
<b>Form R - Reporting requirements</b>	styrene	100-42-5	<= 39.0
<b>Supplier notification</b>	styrene	100-42-5	38.91

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

Any concentration shown as exact is based on formula.

### State regulations

**Massachusetts** : The following components are listed: STYRENE; PHENYLETHYLENE  
**New York** : The following components are listed: Styrene  
**New Jersey** : The following components are listed: STYRENE MONOMER; BENZENE, ETHENYL-  
**Pennsylvania** : The following components are listed: BENZENE, ETHENYL-  
**California Prop. 65** : The following components are listed. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).  
 Styrene  
 Ethylbenzene  
 Cumene

### Inventory list

**Australia** : All components are listed or exempted.  
**Canada** : All components are listed or exempted.  
**China** : All components are listed or exempted.  
**Europe** : Not determined.  
**Japan** : **Japan inventory (ENCS)**: Not determined.  
**Japan inventory (ISHL)**: Not determined.  
**Malaysia** : Not determined.  
**New Zealand** : All components are listed or exempted.  
**Philippines** : All components are listed or exempted.  
**Republic of Korea** : All components are listed or exempted.  
**Taiwan** : All components are listed or exempted.  
**Thailand** : Not determined.  
**Turkey** : Not determined.  
**United States** : All components are listed or exempted.



## Section 15. Regulatory information

Viet Nam : Not determined.

## Section 16. Other information

### Hazardous Material Information System (U.S.A.)

Health	*	2
Flammability		3
Physical hazards		1

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

### National Fire Protection Association (U.S.A.)



Reprinted with permission from NFPA 704-2001, Identification of the Hazards of Materials for Emergency Response Copyright ©1997, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

### Procedure used to derive the classification

Classification	Justification
FLAMMABLE LIQUIDS - Category 3	On basis of test data
ACUTE TOXICITY (inhalation) - Category 4	Calculation method
SKIN IRRITATION - Category 2	Calculation method
EYE IRRITATION - Category 2A	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (hearing organs) - Category 1	Calculation method

### History

Date of printing : 6/3/2019  
 Date of issue/Date of revision : 6/3/2019  
 Date of previous issue : 9/4/2018  
 Version : 1.01 New form 08-2018  
 Prepared by : Health, Safety and Environmental Department  
 For questions about the SDS, contact : iasafety@ip-corporation.com

## Section 16. Other information

### Key to abbreviations

- : ATE = Acute Toxicity Estimate
- BCF = Bioconcentration Factor
- GHS = Globally Harmonized System of Classification and Labelling of Chemicals
- IATA = International Air Transport Association
- IBC = Intermediate Bulk Container
- IMDG = International Maritime Dangerous Goods
- LogPow = logarithm of the octanol/water partition coefficient
- MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)
- UN = United Nations

### References

- : 29 CFR 1910.1200 Hazard Communication Standard, March 2012
- CCR Title 27 Division 4 Office of Environmental Health Hazard Assessment (California Prop. 65)
- American Composites Manufacturers Association
- Styrene Information and Research Center

 Indicates information that has changed from previously issued version.

### Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



INTERPLASTIC CORPORATION

2015 Broadway Street Northeast  
 Minneapolis, MN 55413-1714  
 651.481.6860 Fax 612.331.4634

## CORVE8190 Corrosion Summary

### ASTM F1216 & D543 (CIPP) Corrosion Data @ 73.4 +/- 3.6°F (23 +/- 2°C)

Immersion Media	Flexural Strength Retention, % Months		Flexural Modulus Retention, % Months	
	1	12	1	12
100% Tap Water (pH 6-9)	99	99	96	100
5% Nitric Acid	100	100	100	100
10% Phosphoric Acid	98	99	99	100
10% Sulfuric Acid	98	95	100	100
100% Gasoline	100	83	97	83
0.1% Detergent	96	99	97	100
0.1% Soap Solution	96	99	97	100
100% Vegetable Oil	98	100	99	100

### ASTM D5813, F1743, & D543 (CIPP) Corrosion Data @ 73.4 +/- 3.6°F (23 +/- 2°C)

Immersion Media	Flexural Strength Retention, % Months		Flexural Modulus Retention, % Months	
	1	12	1	12
1% Nitric Acid	96	98	99	100
5% Sulfuric Acid	95	99	98	100
100% Gasoline	100	83	97	83
0.1% Detergent	96	99	97	100
0.1% Soap Solution	96	99	97	100
100% Vegetable Oil	98	100	99	100

Note: Non-shaded regions are the applicable test durations as they relate to achievement of the minimum acceptable retentions.

\*\*All testing was conducted by HTS Pipe Consultants, Inc.

All specifications and properties specified above are approximate. Specifications and properties of material delivered may vary slightly from those given above. Interplastic Corporation makes no representations of fact regarding the material except those specified above. No person has any authority to bind Interplastic Corporation to any representation except those specified above. Final determination of the suitability of the material for the use contemplated is the sole responsibility of the Buyer. The Thermoset Resin Division's technical sales representatives will assist in developing procedures to fit individual requirements.

**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID:** CORVE8190      **Duration:** 30 Days      **Date Tested:** 11/12/2008

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	30 Days	
					Value	% Change
Tap water (100%)	Observation	543		N/A	No Change	pH 7.5
	Weight	543	g	97.1	97.4	0.31
	Hardness	2583		88.2	88.2	0.00
	Thickness	2122	in.	0.226	0.226	0.00
			mm.	5.8	5.8	0.00
	Max. Flexural Modulus	790	psi	11298.0	11212.5	-0.76
psi			492883	470894	-4.46	
Nitric Acid (5%)	Observation	543		N/A	Light Yellow	pH 0.5
	Weight	543	g	114.7	114.9	0.17
	Hardness	2583		88.2	88.2	0.00
	Thickness	2122	in.	0.253	0.253	0.00
			mm.	6.4	6.4	0.00
	Max. Flexural Modulus	790	psi	11298	11352.3	0.48
psi			492883	498218	1.08	
Phosphoric Acid (10%)	Observation	543		N/A	No Change	pH 1.0
	Weight	543	g	112.3	112.6	0.27
	Hardness	2583		88.2	88.2	0.00
	Thickness	2122	in.	0.253	0.253	0.00
			mm.	6.4	6.4	0.00
	Max. Flexural Modulus	790	psi	11298	11102.7	-1.73
psi			492883	487979	-0.99	
Sulfuric Acid (10%)	Observation	543		N/A	No Change	pH 0.2
	Weight	543	g	114.3	114.6	0.26
	Hardness	2583		88.4	88.4	0.00
	Thickness	2122	in.	0.264	0.264	0.00
			mm.	6.7	6.7	0.00
	Max. Flexural Modulus	790	psi	11298	11077.5	-1.95
psi			492883	492473	-0.08	

**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID:** CORVE8190      **Duration:** 30 Days      **Date Tested:** 11/12/2008

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	30 Days	
					Value	% Change
Gasoline (100%)	Observation	543		N/A	No Change	pH-NA
	Weight	543	g	110.8	111.1	0.27
	Hardness	2583		87.4	87.4	0.00
	Thickness	2122	in.	0.257	0.257	0.00
			mm.	6.5	6.5	0.00
	Max. Flexural Modulus	790	psi	11298	11363.1	0.58
psi			492883	477591	-3.10	
Vegetable Oil (100%)	Observation	543		N/A	No Change	pH-NA
	Weight	543	g	105.0	105.1	0.10
	Hardness	2583		88.2	88.2	0.00
	Thickness	2122	in.	0.239	0.239	0.00
			mm.	6.1	6.1	0.00
	Max. Flexural Modulus	790	psi	11298	11026.8	-2.40
psi			492883	486546	-1.29	
Detergent (0.1%)	Observation	543		N/A	No Change	pH 6.4
	Weight	543	g	104.8	105.0	0.19
	Hardness	2583		87.4	87.4	0.00
	Thickness	2122	in.	0.229	0.229	0.00
			mm.	5.8	5.8	0.00
	Max. Flexural Modulus	790	psi	11298	10797.3	-4.43
psi			492883	475812	-3.46	
Soap (0.1%)	Observation	543		N/A	No Change	pH 5.0
	Weight	543	g	105.2	105.5	0.29
	Hardness	2583		88.2	88.2	0.00
	Thickness	2122	in.	0.234	0.234	0.00
			mm.	6.0	6.0	0.00
	Max. Flexural Modulus	790	psi	11298	10830.3	-4.14
psi			492883	476760	-3.27	

**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID:** CORVE8190      **Duration:** 30 Days      **Date Tested:** 11/12/2008

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	30 Days	
					Value	% Change
Nitric Acid (1%)	Observation	543		N/A	No Change	pH 1.2
	Weight	543	g	109.6	109.9	0.27
	Hardness	2583		88.0	88.0	0.00
	Thickness	2122	in.	0.243	0.243	0.00
			mm.	6.2	6.2	0.00
	Max. Flexural Modulus	790	psi	11298	10859.6	-3.88
psi			492883	490110	-0.56	
Sulfuric Acid (5%)	Observation	543		N/A	No Change	pH 0.5
	Weight	543	g	108.1	108.4	0.28
	Hardness	2583		88.6	88.6	0.00
	Thickness	2122	in.	0.248	0.248	0.00
			mm.	6.3	6.3	0.00
	Max. Flexural Modulus	790	psi	11298	10687	-5.41
psi			492883	481475	-2.31	



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN - 3.5"

Flexural 3 point bend

Operator name: CARRILLO

Sample Identification: 8F95-3C1  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 5.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.56500	.57000	.57100	.56500	.57400
Depth (in)	.21700	.22500	.23000	.23400	.23500
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.  
 Sample comments: CORVE8190, CONTROL

Specimen Number	Disploment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.3288	.0349	54.9	10843.2	481831
2	.2626	.0289	66.0	12006.0	492115
3	.3754	.0423	66.6	11575.5	496868
4	.2326	.0267	67.4	11430.9	495413
5	.2085	.0240	64.2	10634.4	498189
Mean:	.2816	.0314	63.8	11298.0	492883.
Standard Deviation:	.0692	.0073	5.1	557.5	6580.
Minimum:	.2085	.0240	54.9	10634.4	481831.
Maximum:	.3754	.0423	67.4	12006.0	498189.



*Excellence In Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Operator name: . CARRILLO

Sample Identification: 8P55-3-1  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.58200	.58200	.57800	.55400	.58300
Depth (in)	.22200	.22800	.23300	.23900	.23900
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN TAP WATER (100%) FOR 30 DAYS

Specimen Number	Displacement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.2619	.0285	62.1	11379.5	459462
2	.2334	.0261	61.6	10696.2	468822
3	.2440	.0279	68.9	11525.9	481728
4	.2458	.0288	70.8	11749.2	478593
5	.2225	.0261	68.0	10715.5	465864
Mean:	.2415	.0274	66.3	11212.5	470894.
Standard Deviation:	.0147	.0013	4.1	481.3	9178.
Minimum:	.2225	.0261	61.6	10696.2	459462.
Maximum:	.2619	.0288	70.8	11749.2	481728.





*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Operator name: CARRILLO

Sample Identification: 8P55-3-2  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.57800	.58000	.57400	.57700	.57600
Depth (in)	.24500	.25600	.26300	.26900	.27200
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVES190, SAMPLE SOAKED IN NITRIC ACID (5%) FOR 30 DAYS

Specimen Number	Displacement at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus of Elasticity (psi)
1	.2025	.0243	71.0	10740.8	488998
2	.2153	.0270	83.8	11579.8	496517
3	.1786	.0230	80.7	10673.8	511177
4	.2011	.0265	92.5	11636.1	495026
5	.2091	.0279	98.5	12131.2	499371
Mean:	.2013	.0257	85.3	11352.3	498218.
Standard Deviation:	.0139	.0020	10.7	627.2	8176.
Minimum:	.1786	.0230	71.0	10673.8	488998.
Maximum:	.2153	.0279	98.5	12131.2	511177.



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Operator name: CARRILLO

Sample Identification: 8F55-3-3  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg, F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.57700	.57700	.57800	.58700	.57900
Depth (in)	.23800	.24900	.25900	.26600	.26900
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVEB190, SAMPLE SOAKED IN PHOSPHORIC ACID (10%) FOR 30 DAYS

Specimen Number	Disploment at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus of Elasticity (psi)
1	.2998	.0349	68.6	11017.7	488846
2	.2172	.0265	76.5	11223.6	494540
3	.2035	.0258	82.7	11199.3	503994
4	.1724	.0225	78.9	9969.4	464049
5	.2096	.0276	96.6	12103.4	468468
Mean:	.2205	.0275	80.6	11102.7	487979.
Standard Deviation:	.0475	.0046	10.3	761.1	13195.
Minimum:	.1724	.0225	68.6	9969.4	464049.
Maximum:	.2998	.0349	96.6	12103.4	503994.



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Operator name: CARRILLO

Sample Identification: 8P55-3-4  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.58300	.58900	.58900	.58600	.59200
Depth (in)	.26900	.23500	.24600	.25200	.25700
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVES190, SAMPLE SOAKED IN SULFURIC (10%) FOR 30 DAYS

Specimen Number	Displacement at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus of Elasticity (psi)
1	.1871	.0247	86.9	10810.8	487731
2	.3219	.0371	71.0	11464.4	493603
3	.2232	.0269	77.0	11344.3	496060
4	.1955	.0241	75.8	10688.1	499308
5	.2016	.0254	82.5	11079.8	485665
Mean:	.2259	.0276	78.6	11077.5	492473.
Standard Deviation:	.0553	.0054	6.2	333.0	5694.
Minimum:	.1871	.0241	71.0	10688.1	485665.
Maximum:	.3219	.0371	86.9	11464.4	499308.



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: CARRILLO

Test Date: 12 Nov 2008

Sample Identification: 8F5S-3-5

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .0930

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.57700	.58000	.59100	.58000	.58000
Depth (in)	.22800	.24600	.26000	.26800	.27200
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVEB190, SAMPLE SOAKED IN GASOLINE (100%) FOR 30 DAYS

Specimen Number	Disploment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.3224	.0360	64.6	11310.5	479770
2	.2244	.0270	74.5	11150.9	472299
3	.2111	.0269	84.8	11147.4	475093
4	.2152	.0288	95.0	11976.3	482419
5	.1961	.0261	91.8	11230.2	478373
Mean:	.2346	.0290	82.2	11363.1	477591.
Standard Deviation:	.0502	.0041	12.6	349.3	3966.
Minimum:	.1961	.0261	64.6	11147.4	472299.
Maximum:	.3224	.0360	95.0	11976.3	482419.



**Excellence in Engineering, Consulting, Testing and Inspection**

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN - 3.5"

Flexural 3 point bend

Operator name: E. CARRILLO

Sample Identification: 8F55-3-6  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.57300	.57600	.58300	.58700	.58300
Depth (in)	.22300	.23300	.23700	.24400	.24600
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN VEGETABLE OIL (100%) FOR 30 DAYS.

Specimen Number	Displcment at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus Of Elasticity (psi)
1	.2425	.0265	61.4	11307.1	480801
2	.2367	.0270	68.4	11488.7	482982
3	.2050	.0238	67.2	10768.8	504160
4	.1950	.0233	68.0	10219.8	480149
5	.2153	.0259	76.3	11349.4	484641
Mean:	.2189	.0253	68.3	11026.8	486546.
Standard Deviation:	.0203	.0017	5.3	527.7	10006.
Minimum:	.1950	.0233	61.4	10219.8	480149.
Maximum:	.2425	.0270	76.3	11488.7	504160.



*Excellence In Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Operator name: . CARRILLO

Sample Identification: 8F55-3-7  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.58700	.59300	.59100	.58100	.58800
Depth (in)	.22300	.22800	.23500	.24100	.24300
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN DETERGENT (0.1%) FOR 30 DAYS

Specimen Number	Displacement at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus Of Elasticity (psi)
1	.3338	.0365	60.9	10960.1	448239
2	.3316	.0370	66.2	11279.5	477322
3	.3019	.0347	66.9	10761.2	488145
4	.2951	.0348	69.4	10804.9	477627
5	.2757	.0328	67.3	10180.7	487729
Mean:	.3076	.0352	66.2	10797.3	475812.
Standard Deviation:	.0248	.0017	3.2	400.2	16279.
Minimum:	.2757	.0328	60.9	10180.7	448239.
Maximum:	.3338	.0370	69.4	11279.5	488145.



*Excellence In Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Operator name: . CARRILLO

Sample Identification: 8F55-3-a  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.58100	.57700	.58700	.58300	.59000
Depth (in)	.21300	.22300	.23200	.23900	.24300
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN SOAP (0.1%) FOR 30 DAYS

Specimen Number	Displcment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.3556	.0371	57.9	11533.9	485011
2	.2372	.0259	59.0	10791.4	458407
3	.2140	.0243	62.0	10295.7	483799
4	.2198	.0257	66.5	10805.4	469571
5	.2138	.0254	71.2	10724.9	487013
Mean:	.2481	.0277	63.7	10830.3	476760.
Standard Deviation:	.0608	.0053	5.9	445.6	12362.
Minimum:	.2138	.0243	57.9	10295.7	458407.
Maximum:	.3556	.0371	71.2	11533.9	487013.



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Operator name: CARRILLO

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Identification: 8F55-3C9  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Type: ASTM

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.59200	.59500	.59000	.58800	.57600
Depth (in)	.22900	.24400	.25200	.26100	.26400
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN NITRIC ACID (1%) FOR 30 DAYS

Specimen Number	Displcement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.2185	.0245	63.0	10655.6	497035
2	.2247	.0269	75.3	11164.3	490401
3	.2694	.0332	75.7	10607.2	488950
4	.1898	.0243	79.4	10408.2	481610
5	.2049	.0265	87.7	11462.5	492555
Mean:	.2215	.0271	76.2	10859.6	490110.
Standard Deviation:	.0300	.0036	8.9	437.4	5648.
Minimum:	.1898	.0243	63.0	10408.2	481610.
Maximum:	.2694	.0332	87.7	11462.5	497035.





**Excellence in Engineering, Consulting, Testing and Inspection**

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 3.5"

Flexural 3 point bend

Operator name: K. PHOUANGSAVANH

Sample Identification: 8F55-310  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .0930

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 12 Nov 2008

Sample Type: ASTM

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.58100	.58600	.59200	.58300	.57100
Depth (in)	.23500	.24700	.26000	.26300	.23700
Span (in)	3.5000	3.5000	3.5000	3.5000	3.5000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190. SAMPLE SOAKED IN SULFURIC ACID (5%) FOR 30 DAYS

Specimen Number	Displacement at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus of Elasticity (psi)
1	.2185	.0251	63.0	10310.0	468636
2	.2247	.0272	75.3	11062.0	480009
3	.1898	.0242	79.4	10417.6	483897
4	.2049	.0264	87.7	11411.2	492213
5	.2760	.0320	62.5	10234.0	482619
Mean:	.2228	.0270	73.6	10687.0	481475.
Standard Deviation:	.0326	.0031	10.8	520.8	8507.
Minimum:	.1898	.0242	62.5	10234.0	468636.
Maximum:	.2760	.0320	87.7	11411.2	492213.

**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

SAMPLE ID: CORVE8190

Duration: 1 Year

Date Tested: 10/13/2009

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	1 Year	
					Value	% Change
Tap water (100%)	Observation	543		N/A	No Change	pH 7.5
	Weight	543	g	100.1	101.1	1.05
	Hardness	2583		88	88	0.00
	Thickness	2122	in.	0.230	0.230	0.00
			mm.	5.8	5.8	0.00
	Max. Flexural Modulus	790	psi	11298.0	11144.9	-1.36
psi			492883	523578	6.23	
Nitric Acid (5%)	Observation	543		N/A	Light Yellow	pH 0.5
	Weight	543	g	112.1	112.9	0.71
	Hardness	2583		88	88	0.00
	Thickness	2122	in.	0.251	0.251	0.00
			mm.	6.4	6.4	0.00
	Max. Flexural Modulus	790	psi	11298.0	11581.3	2.51
psi			492883	521434	5.79	
Phosphoric Acid (10%)	Observation	543		N/A	No Change	pH 0.4
	Weight	543	g	110.2	110.8	0.54
	Hardness	2583		89	89	0.00
	Thickness	2122	in.	0.249	0.249	0.00
			mm.	6.3	6.3	0.00
	Max. Flexural Modulus	790	psi	11298.0	11156.0	-1.26
psi			492883	510867	3.65	
Sulfuric Acid (10%)	Observation	543		N/A	No Change	pH 0.1
	Weight	543	g	116.3	116.8	0.43
	Hardness	2583		88	88	0.00
	Thickness	2122	in.	0.263	0.263	0.00
			mm.	6.7	6.7	0.00
	Max. Flexural Modulus	790	psi	11298.0	10711.5	-5.19
psi			492883	506738	2.81	

**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

SAMPLE ID: CORVE8190

Duration: 1 Year

Date Tested: 10/13/2009

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	1 Year	
					Value	% Change
Gasoline (100%)	Observation	543		N/A	Light Brown	pH-NA
	Weight	543	g	120.1	121.5	1.17
	Hardness	2583		88	81	-7.95
	Thickness	2122	in.	0.266	0.266	0.00
				mm.	6.8	6.8
	Max. Flexural Modulus	790	psi	11298.0	9420.2	-16.62
psi				492883	406814	-17.46
Vegetable Oil (100%)	Observation	543		N/A	No Change	pH-NA
	Weight	543	g	100.5	100.6	0.10
	Hardness	2583		89	89	0.00
	Thickness	2122	in.	0.236	0.236	0.00
				mm.	6.0	6.0
	Max. Flexural Modulus	790	psi	11298.0	11393.4	0.84
psi				492883	524464	6.41
Detergent (0.1%)	Observation	543		N/A	No Change	pH 6.8
	Weight	543	g	104.1	104.7	0.58
	Hardness	2583		88	88	0.00
	Thickness	2122	in.	0.239	0.239	0.00
				mm.	6.1	6.1
	Max. Flexural Modulus	790	psi	11298.0	11195.8	-0.90
psi				492883	517799	5.06
Soap (0.1%)	Observation	543		N/A	No Change	pH 4.8
	Weight	543	g	106.0	106.7	0.66
	Hardness	2583		88	88	0.00
	Thickness	2122	in.	0.245	0.245	0.00
				mm.	6.2	6.2
	Max. Flexural Modulus	790	psi	11298.0	11195.8	-0.90
psi				492883	522367	6.98

**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID: CORVE8190**

**Duration: 1 Year**

**Date Tested: 10/13/2009**

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	1 Year	
					Value	% Change
Nitric Acid (1%)	Observation	543		N/A	No Change	pH 1.1
	Weight	543	g	108.3	109.0	0.65
	Hardness	2583		89	89	0.00
	Thickness	2122	in.	0.250	0.250	0.00
			mm.	6.3	6.3	0.00
	Max. Flexural Modulus	790	psi	11298	11051.6	-2.18
psi			492883	523437	6.20	
Sulfuric Acid (5%)	Observation	543		N/A	No Change	pH 0.4
	Weight	543	g	100.9	101.4	0.50
	Hardness	2583		89	89	0.00
	Thickness	2122	in.	0.234	0.234	0.00
			mm.	5.9	5.9	0.00
	Max. Flexural Modulus	790	psi	11298.0	11150.3	-1.31
psi			492883	515381	4.56	





*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN - 4".

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 13 Oct 2009

Sample Identification: 9P55Y3-1

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54300	.53100	.54800	.54000	.54000
Depth (in)	.22000	.22900	.24400	.24400	.23700
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE9190, SAMPLE SOAKED IN TAP WATER pH6-9 (100%) FOR 1 YEAR

Specimen Number	Displacement at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus of Elasticity (psi)
1	.4002	.0330	48.3	11026.9	515796
2	.2876	.0247	51.9	11180.7	522113
3	.2693	.0246	58.9	10826.4	520312
4	.2697	.0247	60.7	11332.1	541447
5	.2864	.0255	57.4	11358.6	518220
Mean:	.3026	.0265	55.4	11144.9	523578.
Standard Deviation:	.0552	.0037	5.2	222.1	10264.
Minimum:	.2693	.0246	48.3	10826.4	515796.
Maximum:	.4002	.0330	60.7	11358.6	541447.



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 13 Oct 2009

Sample Identification: 9F55Y3-2

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53900	.54200	.54000	.54200	.54400
Depth (in)	.23300	.24300	.25100	.25800	.26400
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN NITRIC ACID (5%) FOR 1 YEAR

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4777	.0417	58.6	12021.8	525340
2	.2736	.0249	59.7	11197.8	517124
3	.2900	.0273	68.9	12077.4	524602
4	.2602	.0252	68.0	11308.9	525223
5	.2595	.0257	71.4	11300.6	514880
Mean:	.3122	.0290	65.3	11581.3	521434.
Standard Deviation:	.0934	.0072	5.7	430.2	5029.
Minimum:	.2595	.0249	58.6	11197.8	514880.
Maximum:	.4777	.0417	71.4	12077.4	525340.



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 13 Oct 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 9F55X3-3  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Type: ASTM

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53000	.54000	.54200	.54500	.53400
Depth (in)	.23200	.24300	.25200	.26000	.26500
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVES190, SAMPLE SOAKED IN PHOSPHORIC ACID (10%) FOR 1 YEAR

Specimen Number	Displacement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.2909	.0293	52.7	11088.5	504063
2	.2785	.0254	59.4	11179.0	511756
3	.2591	.0245	63.5	10889.9	511945
4	.2576	.0251	67.3	10960.3	510283
5	.2701	.0268	72.9	11662.3	516287
Mean:	.2712	.0254	63.0	11156.0	510867.
Standard Deviation:	.0139	.0009	7.7	304.4	4415.
Minimum:	.2576	.0245	52.7	10889.9	504063.
Maximum:	.2909	.0268	72.9	11662.3	516287.



*Excellence In Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 13 Oct 2009

Sample Identification: 9F55Y-34

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53400	.53700	.54000	.53000	.54100
Depth (in)	.24700	.25600	.26300	.27000	.27400
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN SULFURIC ACID (10%) FOR 1 YEAR

Specimen Number	Displment at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus Of Elasticity (psi)
1	.2693	.0249	59.3	10912.0	512074
2	.2498	.0240	62.0	10577.1	509510
3	.2289	.0226	64.0	10280.8	506524
4	.2452	.0248	70.8	10993.1	501151
5	.2371	.0244	73.1	10794.2	504429
Mean:	.2461	.0241	65.8	10711.5	506738.
Standard Deviation:	.0153	.0010	5.9	287.2	4265.
Minimum:	.2289	.0226	59.3	10280.8	501151.
Maximum:	.2693	.0249	73.1	10993.1	512074.





*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 13 Oct 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 9F55Y3-5  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Type: ASTM

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54700	.54800	.52900	.55100	.54700
Depth (in)	.25800	.26400	.27000	.27000	.27200
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVES190, SAMPLE SOAKED IN GASOLINE (100%) FOR 1 YEAR

Specimen Number	Displcement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4615	.0447	58.7	9669.7	388374
2	.3975	.0394	60.2	9463.4	391315
3	.2615	.0265	58.2	9059.7	409840
4	.3614	.0366	63.0	9407.5	418860
5	.2674	.0273	64.1	9500.5	425683
Mean:	.3499	.0349	60.8	9420.2	406814.
Standard Deviation:	.0858	.0079	2.6	224.0	16511.
Minimum:	.2615	.0265	58.2	9059.7	388374.
Maximum:	.4615	.0447	64.1	9669.7	425683.



*Excellence In Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 13 Oct 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 9F55Y3-6  
 Interface Type: 42/43/4400 Series

Sample Type: ASTM

Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55800	.56000	.54800	.54100	.53500
Depth (in)	.21900	.23800	.22800	.24300	.24800
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN VEGETABLE OIL (100%) FOR 1 YEAR

Specimen Number	Displacement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4181	.0343	52.6	11797.2	518918
2	.2862	.0255	59.9	11534.2	517856
3	.3756	.0321	63.4	11257.7	519230
4	.2572	.0234	58.7	11021.3	528517
5	.2594	.0241	62.3	11356.5	537799
Mean:	.3193	.0279	57.4	11393.4	524464
Standard Deviation:	.0733	.0050	4.2	292.1	8603
Minimum:	.2572	.0234	52.6	11021.3	517856
Maximum:	.4181	.0343	62.3	11797.2	537799



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 13 Oct 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 9F55Y3-7  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Type: ASTM

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53600	.55900	.55200	.55000	.53500
Depth (in)	.22600	.23600	.24300	.24800	.25100
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVEB190, SAMPLE SOAKED IN DETERGENT (0.1%) FOR 1 YEAR

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4076	.0345	52.2	11438.2	524003
2	.4083	.0361	59.6	11489.7	515952
3	.3787	.0345	61.6	11331.8	519948
4	.2722	.0253	61.2	10856.9	512623
5	.2665	.0251	61.0	10862.3	516467
Mean:	.3467	.0311	59.1	11195.8	517799.
Standard Deviation:	.0716	.0054	3.9	312.1	4333.
Minimum:	.2665	.0251	52.2	10856.9	512623.
Maximum:	.4083	.0361	61.6	11489.7	524003.



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 13 Oct 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 9F55Y3-8  
 Interface Type: 42/43/4400 Series

Sample Type: ASTM

Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54900	.55800	.55800	.56100	.56100
Depth (in)	.22000	.23100	.24300	.25200	.25600
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVE8190, SAMPLE SOAKED IN SOAP (0.1%) FOR 1 YEAR

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	OF Elasticity (psi)
1	.4946	.0408	49.7	11231.5	513201
2	.2919	.0253	56.5	11393.3	526988
3	.2663	.0243	59.4	10813.0	530414
4	.2668	.0252	66.2	11149.2	522284
5	.2664	.0256	68.6	11391.8	528948
Mean:	.3172	.0282	60.1	11195.8	522367.
Standard Deviation:	.0998	.0070	7.6	238.4	6174.
Minimum:	.2663	.0243	49.7	10813.0	513201.
Maximum:	.4946	.0408	68.6	11393.3	528948.



*Excellence in Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 13 Oct 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 9F55Y3-9  
 Interface Type: 42/43/4400 Series

Sample Type: ASTM

Machine Parameters of test:

Sample Rate (pts/sec):	10.000	Humidity (%):	50
Crosshead Speed (in/min):	.1100	Temperature (deg. F):	71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
width (in)	.55600	.55700	.55700	.55300	.55000
Depth (in)	.22500	.23800	.24700	.25200	.25800
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORVEB190, SAMPLE SOAKED IN NITRIC ACID (1%) FOR 1 YEAR

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.2904	.0245	92.4	11165.5	527440
2	.3043	.0272	61.2	11644.1	518089
3	.2757	.0255	63.1	11148.3	522900
4	.4113	.0389	64.7	11049.1	529254
5	.2298	.0222	62.5	10251.2	519504
Mean:	.3023	.0277	60.8	11051.6	523437.
Standard Deviation:	.0671	.0065	4.9	503.5	4853.
Minimum:	.2298	.0222	52.4	10251.2	518089.
Maximum:	.4113	.0389	64.7	11644.1	529254.



*Excellence In Engineering, Consulting, Testing and Inspection*

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 13 Oct 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 9F55Y310  
 Interface Type: 42/43/4400 Series

Sample Type: ASTM

Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55200	.55400	.54600	.55500	.55300
Depth (in)	.21600	.22400	.23300	.24000	.24400
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: CORV66190, SAMPLE SOAKED IN SULFURIC ACID (5%) FOR 1 YEAR

Specimen Number	Displment at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus Of Elasticity (psi)
1	.5232	.0424	49.5	11527.5	507165
2	.4017	.0337	51.7	11159.3	523960
3	.3868	.0338	53.8	10896.1	510974
4	.2848	.0256	59.3	11135.5	507884
5	.3532	.0323	60.5	11032.9	526924
Mean:	.3899	.0336	55.0	11150.3	515381
Standard Deviation:	.0870	.0060	4.8	235.0	9354
Minimum:	.2848	.0256	49.5	10896.1	507165
Maximum:	.5232	.0424	60.5	11527.5	526924



December 10, 2015

Interplastic Corporation  
Thermoset Resins Division  
2015 Northeast Broadway Street  
Minneapolis, Minnesota 55413-4235

Attn: Mr. Jason Schiro

Re: **Sample No. CORVE 8190/CORVE 8191**  
**10,000 Hour Final Report**  
**ASTM D 2990 Flexural Creep Test**  
**Report No. ICF458.001**

Dear Mr. Schiro:

Please find attached the final 10,000 hour Flexural Creep test reports.

I have also attached our invoice for performing this service. We appreciate the opportunity to work with you. If you have any questions or comments, please call. Thank you very much.

Sincerely,  
HTS Pipe Consultants, Inc.

A handwritten signature in blue ink, appearing to read "RDM".

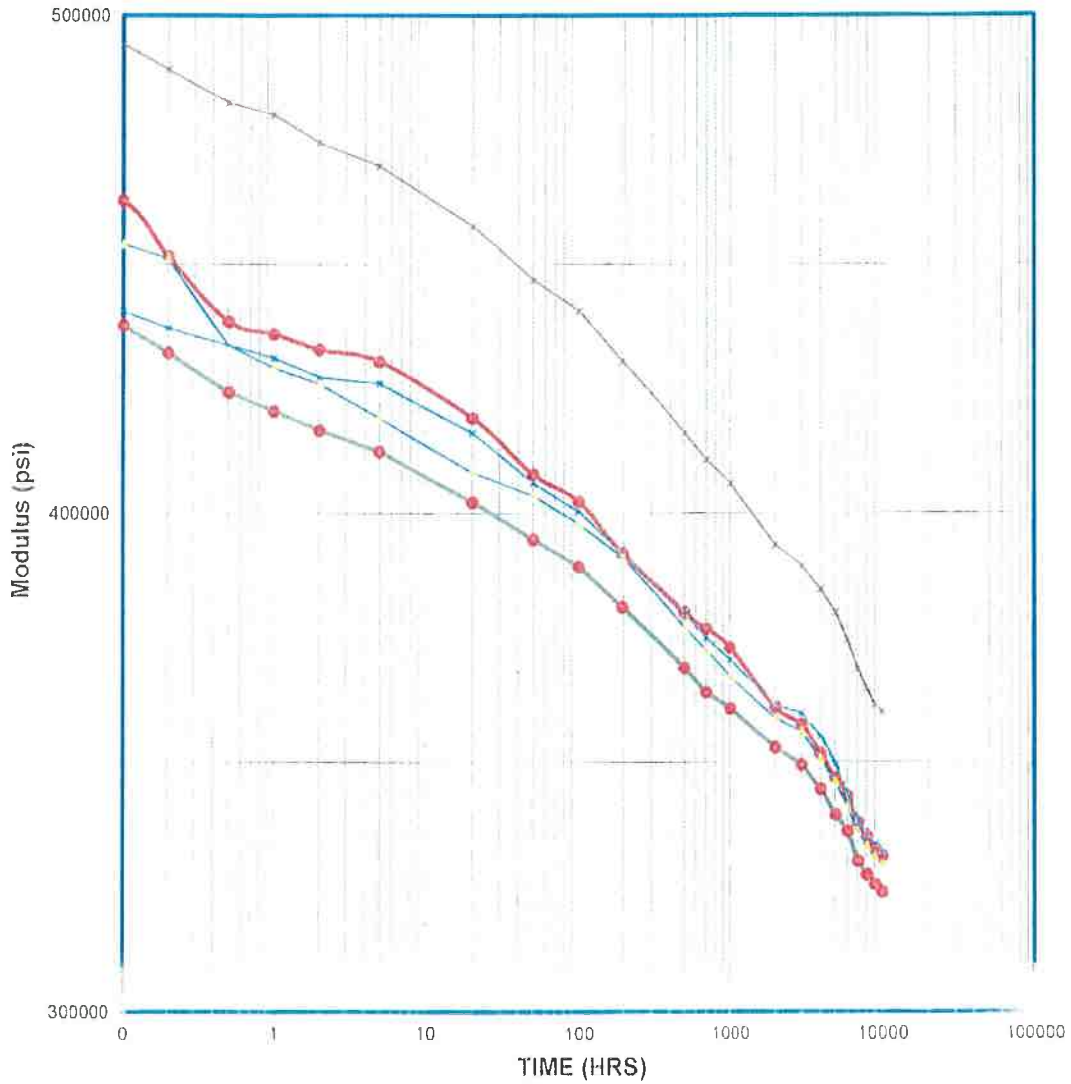
Rick Eastwood  
Vice President



# HTS Pipe Consultants, Inc.

420 Pickering, Houston, Texas 77091  
Tel: (713) 692-8373 Fax: (713) 692-8502

## FLEXURAL CREEP ASTM D2990



Project Name:

Project No.:

Sample ID No.: CORVE8190/CORVE8191

HTS Report#: ICF458.001

Tested Temperature: 71°F

Lab Humidity: 50%

Specimen Gage Length: 4.0"

Stress: 2750 PSI



HTS Report/ICF458.001

Sample ID: CORVE8190 / CORVE8191

Spec# 1      Stress: 2750 psi  
Thickness: 0.265"    Width: 0.548"

Spec# 2      Stress: 2750 psi  
Thickness: 0.243"    Width: 0.557"

Spec# 3      Stress: 2750 psi  
Thickness: 0.260"    Width: 0.507"

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	452913
0.10	437863
0.20	432390
0.50	424432
1	420562
2	416761
5	412414
20	402223
50	394764
100	389212
196	381170
500	368973
700	364118
1004	360795
2012	352971
3000	349406
4005	344620
5013	339545
6000	336245
7005	330226
7996	327491
9000	325564
10004	324039

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	473015
0.10	462858
0.20	451771
0.50	438638
1	436103
2	432975
5	430504
20	419143
50	407815
100	402378
196	391926
500	380080
700	376758
1004	373032
2012	360985
3000	357563
4005	351729
5013	346877
6000	343326
7005	337943
7996	335315
9000	332727
10004	331266

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	461622
0.10	454189
0.20	451282
0.50	433925
1	429302
2	426059
5	419096
20	408178
50	403507
100	397816
196	391195
500	377074
700	372591
1004	367254
2012	358844
3000	356125
4005	350810
5013	346075
6000	341054
7005	336176
7996	333000
9000	331046
10004	329499

HTS Report ICF458.001

Sample ID: CORVE8190 / CORVE8191

Spec# 4                      Stress: 2750 psi  
Thickness: 0.258"          Width: 0.543"

Spec# 5                      Stress: 2750 psi  
Thickness: 0.258"          Width: 0.524"

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	454780
0.10	440679
0.20	437289
0.50	433951
1	431317
2	427425
5	426144
20	416161
50	406054
100	400335
196	392052
500	379997
700	374984
1004	370584
2012	361626
3000	359795
4005	355297
5013	349616
6000	343697
7005	338378
7996	335582
9000	333612
10004	332053

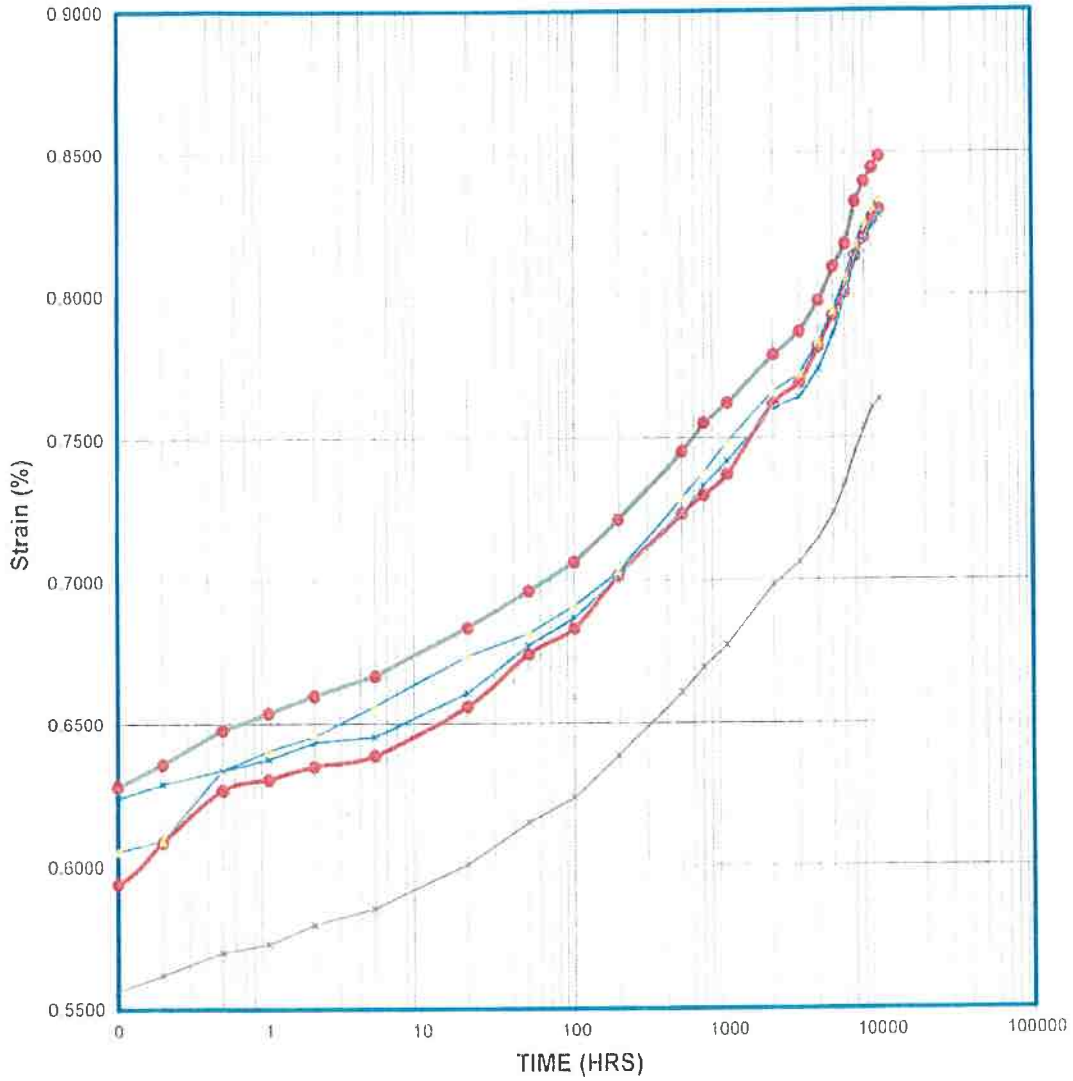
<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	498663
0.10	494326
0.20	489222
0.50	482577
1	480131
2	474520
5	469814
20	457710
50	446915
100	440679
196	430663
500	416161
700	410748
1004	406054
2012	393681
3000	389367
4005	384625
5013	379997
6000	374490
7005	368661
7996	364875
9000	361626
10004	360251



# HTS Pipe Consultants, Inc.

420 Pickering, Houston, Texas 77091  
Tel: (713) 692-8373 Fax: (713) 692-8502

## FLEXURAL CREEP ASTM D2990



Project Name:  
Project No.:

Sample ID No.: CORVE8190/CORVE8191

HTS Report#: ICF458.001

Tested Temperature: 71°F  
Lab Humidity: 50%  
Specimen Gage Length: 4.0"  
Stress: 2750 PSI

HTS Report/ ICF458.001

Sample ID: CORVE8190 / CORVE8191

Spec# 1      Stress: 2750 psi  
Thickness: 0.265"    Width: 0.548"

Spec# 2      Stress: 2750 psi  
Thickness: 0.243"    Width: 0.557"

Spec# 3      Stress: 2750 psi  
Thickness: 0.260"    Width: 0.507"

<u>TIME (HRS)</u>	<u>Strain (%)</u>
0.02	0.6072
0.10	0.6281
0.20	0.6360
0.50	0.6479
1	0.6539
2	0.6599
5	0.6668
20	0.6837
50	0.6966
100	0.7066
196	0.7215
500	0.7453
700	0.7553
1004	0.7622
2012	0.7791
3000	0.7871
4005	0.798
5013	0.8099
6000	0.8179
7005	0.8328
7996	0.8397
9000	0.8447
10004	0.8487

<u>TIME (HRS)</u>	<u>Strain (%)</u>
0.02	0.5814
0.10	0.5941
0.20	0.6087
0.50	0.6269
1	0.6306
2	0.6351
5	0.6388
20	0.6561
50	0.6743
100	0.6834
196	0.7017
500	0.7235
700	0.7299
1004	0.7372
2012	0.7618
3000	0.7691
4005	0.7819
5013	0.7928
6000	0.8010
7005	0.8137
7996	0.8201
9000	0.8265
10004	0.8301

<u>TIME (HRS)</u>	<u>Strain (%)</u>
0.02	0.5957
0.10	0.6055
0.20	0.6094
0.50	0.6338
1	0.6406
2	0.6455
5	0.6562
20	0.6737
50	0.6815
100	0.6913
196	0.7030
500	0.7293
700	0.7381
1004	0.7488
2012	0.7664
3000	0.7722
4005	0.7839
5013	0.7946
6000	0.8063
7005	0.818
7996	0.8258
9000	0.8307
10004	0.8346

HTS Report ICF458.001

Sample ID: CORVE8190 / CORVE8191

Spec# 4                      Stress: 2750 psi  
Thickness: 0.258"          Width 0.543"

Spec# 5                      Stress: 2750 psi  
Thickness: 0.258"          Width 0.524"

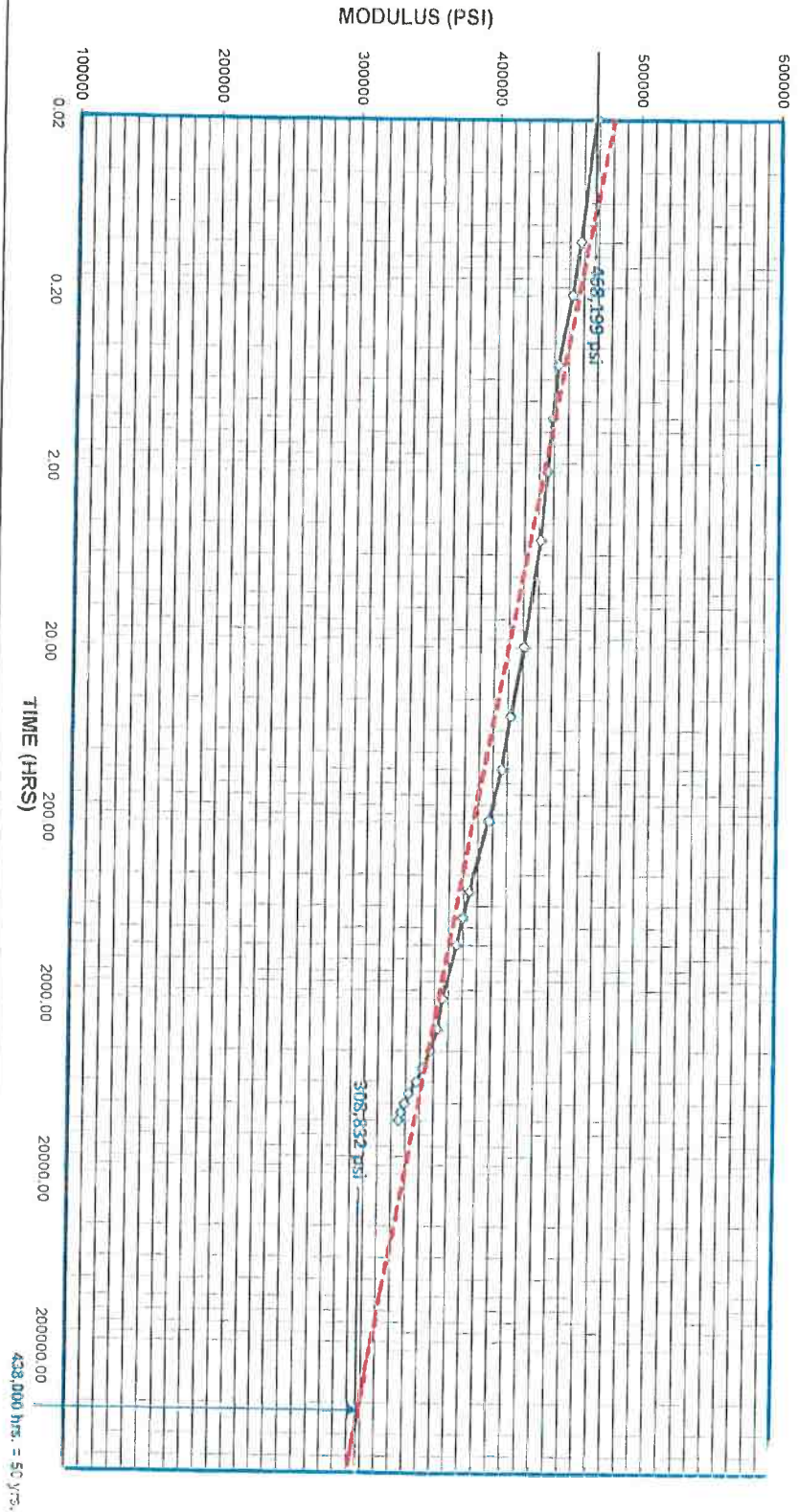
<u>TIME (HRS)</u>	<u>Strain (%)</u>
0.02	0.6047
0.10	0.6240
0.20	0.6289
0.50	0.6337
1	0.6376
2	0.6434
5	0.6453
20	0.6608
50	0.6773
100	0.6869
196	0.7014
500	0.7237
700	0.7334
1004	0.7421
2012	0.7605
3000	0.7643
4005	0.774
5013	0.7866
6000	0.8001
7005	0.8127
7996	0.8195
9000	0.8243
10004	0.8282

<u>TIME (HRS)</u>	<u>Strain (%)</u>
0.02	0.5515
0.10	0.5563
0.20	0.5621
0.50	0.5699
1	0.5728
2	0.5795
5	0.5853
20	0.6008
50	0.6153
100	0.6240
196	0.6386
500	0.6608
700	0.6695
1004	0.6773
2012	0.6985
3000	0.7063
4005	0.715
5013	0.7237
6000	0.7343
7005	0.7459
7996	0.7537
9000	0.7605
10004	0.7634



**HTS Pipe Consultants, Inc.**  
470 Pickering, Houston, Texas 77091  
Tel: (713) 692-8373 Fax: (713) 692-8502

**FLEXURAL CREEP  
(ASTM D2990)**



Project Name: December 15, 2015  
Report Date: December 15, 2015  
Sample ID No.: CORVE8190/CORVE8191T (Ave-Specs#1-5)  
HTS Report#: ICF458.001

Modulus = 308,832 psi (extrapolated to 50 years)  
% Retained = 66.0

Test Temperature : 71° F  
Laboratory Humidity : 50%  
Specimen Gage Length : 4.0"  
Stress : 2,750 psi

Line from Lab test data  
Line from linear extrapolation

**PIPE FOREMAN QUALIFICATION FORM**

Provide the following information for each construction foreman who will work on the project above. Qualified foreman shall have a minimum of 1 year of supervisory field experience on at least three successfully completed pipe rehabilitation methods on projects totaling a minimum of 2,000 LF of 6-inch or larger diameter pipe, and 1 year of supervisory field experience in flow diversion.

CONTRACTOR: Sancon Technologies, Inc.

FOREMAN: Noe Granados

SUPERVISORY FIELD EXPERIENCE – PIPE REHABILITATION:

25 years in Trenchless Rehab

REHABILITATION METHOD: CIPP

SUPERVISORY FIELD EXPERIENCE – FLOW DIVERSION:

25 years

PROJECT: See Attached Exp. sheet DATE COMPLETED: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

PIPE SIZE: \_\_\_\_\_ LINEAR FEET: \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

PIPE SIZE: \_\_\_\_\_ LINEAR FEET: \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

PIPE SIZE: \_\_\_\_\_ LINEAR FEET: \_\_\_\_\_



*\* NOT APPLICABLE \**

**MANHOLE FOREMAN QUALIFICATION FORM**  
**(When applicable)**

*Provide the following information for each construction foreman who will work on the project above. Qualified foreman shall have a minimum of 1 year of supervisory field experience on at least three successfully completed sewer manhole repair projects.*

CONTRACTOR: \_\_\_\_\_

FOREMAN: \_\_\_\_\_

SUPERVISORY FIELD EXPERIENCE – MANHOLE REPAIR:

\_\_\_\_\_

REPAIR METHOD: \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

NO. OF MANHOLES REPAIRED \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

NO. OF MANHOLES REPAIRED \_\_\_\_\_

PROJECT: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

NO. OF MANHOLES REPAIRED \_\_\_\_\_



## GENERAL PROVISIONS

### SSGM-11748 SEWER LINE REHABILITATION (CIPP) PROJECT NO. 28206

Reference is hereby made to "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", latest edition, including all supplements thereto, for General Provisions, and same are by such reference incorporated herein and made a part of the Specifications the same as though fully set forth hereunder.

#### Water

The Contractor will be responsible for all costs, permits and fees for providing water for the construction of this project. Hydrant meter installation can be arranged by contacting the City's Water Division, 380 Avenida Pico, San Clemente, (949) 361-6149.

The City encourages the Contractor to make arrangements to purchase recycled water from independent sources and/or reclaimed water from the City.

#### Street Cleaning, Cleanup & Dust Control

All surplus materials shall be removed from the site of the work immediately after completion of the work.

Failure of the Contractor to comply with the Engineer's dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the Contractor, the Engineer may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to the Contractor. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from the Contractor's performance of the work or from public traffic, either inside or outside right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of work involved.

#### Project Schedule & Commencement of Work

If applicable, prior to commencement of construction, meeting arrangements will be made between Contractor, Engineer, and utility companies' representatives. The purpose of this meeting is to organize the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. The Contractor will be required to submit for approval by the Engineer a plan with complete detailed construction schedule showing the number or working days required on a project by project basis.

## Traffic Control

For the protection of traffic in public or private streets and ways, the Contractor shall provide, place and maintain all necessary barricades, traffic cones, delineators, warning signs, lights and other safety devices in accordance with the requirements of the "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways", as issued by the State of California, Department of Public Works, Division of Highways and "Work Area Traffic Control Handbook", latest edition, as issued by American Public Works Association. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. White reflective bands shall be placed on all cones and delineators at night. The Contractor shall station such guards or flagmen and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals and barricades shall conform to the requirements of 29 CFR Part 1926 Subpart G of OSHA Safety and Health Standards for Construction.

It is the City's requirement that through traffic shall be maintained at all times. Each travel lane shall be a minimum 12' wide. Access to driveways shall be required at all times. The Contractor shall provide qualified flagmen with appropriate equipment and signs to direct traffic as needed to the satisfaction of the City Inspector. If flag men are required to direct traffic, communication devices such as radios, CB, etc. shall be provided to them by contractor. Temporary crosswalks shall be provided per the WATCH manual. However, if the City Engineer, or his designee, determines that it is necessary to close and detour traffic around the site, the Contractor shall provide all necessary requirements for traffic control, including signs, barricades and flashers necessary to close/detour traffic around site as directed by the City Traffic Engineer.

At least 48-hours prior to construction within the street right-of-way, the Contractor shall post signs at construction limits affected by the project. The signs shall be readable to traffic from a minimum distance of 75 feet. All the signs shall be removed from the site after completion of construction activities.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the authority, names and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred. These costs will be deducted from the moneys due to the Contractor.

All existing permanent traffic control signs, barricades and devices shall remain in effective operation unless a substitute operation is arranged for and approved as a portion of vehicular traffic control above. Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is

required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

The Contractor, at his or her expense, shall submit a detailed traffic control plan to the City Traffic Engineer for approval within three (3) working days after receipt of Notice to Proceed. The plan shall show the proposed section phasing and traffic control for each phase. Locations of detour signing on all intersections and adjacent streets along the detour route shall be shown. The City will approve or comment and return the traffic control plan to the Contractor for revisions within three (3) working days after each receipt. The Contractor shall respond to the City's comments within three (3) working days by resubmitting revised traffic control plans. The revised control plan shall comply with all City comments without exceptions. The Contractor shall notify and furnish copy of the approved traffic control plan to the Public Works, Fire and Police Departments.

Contractor shall use illuminated or reflective warning/construction signs at appropriate locations for the project and/or as directed by the Engineer. Contractor shall also use flashing arrow boards at lane closure tapers in addition to other delineation.

Should the Contractor not furnish and maintain warning and protective measures as stated above, the Engineer will direct attention to the existence of a hazard, and necessary warning and protective measures shall be furnished, installed and maintained by the Contractor immediately. Continued failure to furnish and maintain warning and protective measures by the Contractor will result in the discontinuance of all work until such time as the Engineer deems that appropriate steps have been taken by the Contractor to correct the situation. Should the Engineer fail to point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from the responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Contractor shall at all times provide sufficient safety traffic devices. At the end of each work day normal vehicular traffic shall be restored. When applicable, and at the discretion of the City Engineer, any open excavation shall be completely covered with plywood and enclosed with approved six (6) foot fence or covered and bridged with steel plates. Non-skid, welded haring-bone pattern steel plates shall be secured by pinning and surrounded with temporary AC pavement.

The Contractor shall coordinate efforts and cooperate with the Orange County Transit District as needed to maintain bus schedules and service.

The Contractor shall notify the trash pick-up company, CR&R, of the schedule of work and the limitation of access.

Payment for all of the preceding shall be included in the lump sum contract unit price bid for "Traffic/Pedestrian Control", and no additional compensation will be allowed.

Contractor shall place and relocate, as required, signage, barricades, markers, or other methods to designate and control construction traffic.

### Site Maintenance

The Contractor shall maintain the site in a clean, safe and adequate condition for pedestrian and vehicular traffic. The Contractor shall provide a 24 hour per day, 7 days a week emergency number for the City to call to report neglect of the aforementioned requirements. If the City is unable to reach the Contractor, if the Contractor does not respond, or if the City Inspector considers the response time too long given the nature of the problem, the City shall reserve the right to call in another Contractor or City crew to correct the problem. The Contractor shall be billed for the corrections at cost plus 15% for private services. The City's expense will be billed at cost. The need for corrective action shall be at the discretion of the City. This includes off hour emergency repairs to any temporary highline in place.

When applicable, and at the discretion of the City Engineer, any open excavation shall be completely covered with plywood and enclosed with an approved six (6) foot chain link fence or covered and bridged with **recessed** steel plates. Non-skid, welded herring-bone pattern steel plates shall be secured by pinning and surrounding with temporary A.C. pavement.

### Plans & Specifications

If, after the contract is awarded, it appears that the work to be done or matter relative thereto is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the contract.

All scaled dimensions are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Engineer or his representative of any discrepancies.

### Utilities - Location

Locations of utilities shown on plans are approximate only and are based on a search of available records. Prior to commencing any other work, the Contractor shall carefully excavate and determine precise locations and depths of all utilities, including service connections and any abandoned lines, which may or may not be shown on the plans and marked in the field, which may affect or be affected by the Contractor's operations. This work shall be done in accordance with Section 5-1 of the Standard Specifications. It is the Contractor's responsibility to verify whether or not any existing utilities shown per plan or not shown will conflict with the proposed improvement prior to constructing any part of it. The Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. The Contractor shall be responsible for any damage to existing utilities shown on the plan. The Contractor shall be responsible for locating and working around any abandoned facilities which may be encountered.

### Maintaining Utility Service

The Contractor shall coordinate with the residents any necessary temporary disconnection of utility services. The City shall be notified of any said temporary disconnection of utility services. All tools, equipment, personnel and materials shall be on hand to make new connections before disconnecting existing services. The connection shall be performed in a timely manner such that disruption of service is minimal.

### Survey Service

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these and for the control of construction staking, shall be under the supervision of a California-licensed Land Surveyor or by a California-licensed Civil Engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

### Permanent Survey Markers

Any ties, monuments and bench marks which are distorted or destroyed without the City's permission shall be reestablished and replaced after construction at the Contractor's expense. The Contractor and his sureties shall be liable, at Contractor's expense, for any resurvey required due to his negligence in protecting existing ties, monuments, bench marks or any such horizontal and vertical controls.

### Mobilization

See 'Mobilization' of the Special Provisions. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the sequencing of the work, movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred, including bonds, obtaining city business licenses as required, insurance and financing, prior to beginning work on the various contract items on the project site. Mobilization shall also include the time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and of all other related work as required for non-working days during construction. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as his agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the plans and specifications and other related documents.

### Working Hours

The Contractor shall perform all work required, except as noted, herein between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding City Holidays, unless approved in advance, in writing, by the City. Request for overtime work shall be submitted to the City, 24 hours in advance. The Contractor shall reimburse the City for all costs incurred for overtime work (work exceeding 8 hours per day). The overtime work costs will be deducted from the moneys due to the Contractor.

### Construction Limits and Access

The Contractor shall confine his work to the street right-of-way and easements unless indicated otherwise on the construction plans or as directed by the Engineer.

### Permits and Inspection Costs

The Contractor may be required to obtain such permits as may be required by ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency, and no additional compensation will be allowed therefore.

Where the property of the Federal Government, the State of California, the County of Orange, the City of San Clemente, local utilities, or any other agency is affected by the work included in this contract, the Contractor shall be responsible for obtaining all necessary permits lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property. The City will reimburse the Contractor for the actual permit costs plus 15% overhead. The Contractor shall bear all costs of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

The Contractor will not be required to pay for inspection provided by the City except for overtime as noted under "Working Hours" herein. The City will provide inspection for all work to be performed under the contract. All materials and work shall be performed only in the presence of the Engineer or his authorized inspector, and any work performed in the absence of said Engineer or authorized inspector shall be subject to rejection.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having

jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms thereof nor anything shown on the drawings in connection with rights-of-way, shall be in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected materials in any area where they might interfere with or be subject to erosion from such flow.

## SPECIAL PROVISIONS

### SSGM-11748 SEWER LINE REHABILITATION (CIPP) PROJECT NO. 28206

Reference is hereby made to "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 2021 edition, including all supplements thereto, are incorporated herein and made a part of the Specifications the same as though fully set forth hereunder. The following are additions and exceptions to the said Standard Specifications and all other provisions of the said Standard Specifications are to remain in effect.

#### **A. GENERAL**

##### **COMPLETION, ACCEPTANCE, AND WARRANTY**

Section 3-13 of Standard Specifications (add the following subsection)

##### Acceptance

Prior to acceptance of the work, the Engineer shall review the post-installation video inspection and determine whether and where portions of the work are not in conformance with ASTM F 1216-21, and these special provisions. The Contractor shall correct all such portions by means as approved by the Engineer.

##### Warranty

During the 1-year warranty period, the Contractor, at no expense to the City, shall repair or replace the liner using methods as approved by the Engineer for any of the following reasons:

- a. Leakage through the liner or between the liner and host pipe.
- b. A reduction of the liner thickness of more than ten percent (10%) caused by corrosion or abrasion.
- c. Separation of the liner from the host pipe.
- d. Any other failure due as a result of faulty material and/or improper installation, including wrinkles or folding of the liner.

The Contractor shall submit detailed procedures for repairing the work prior to making such repairs.

Prior to the end of the 1-year warranty period (approximately 1 month prior), the City will conduct a closed circuit television inspection of the lined pipes. The Engineer will review the video recording and determine whether and where portions of the work contain defects resulting from faulty material and/or improper installation. The Contractor shall correct all such portions including lateral openings, in accordance with



the original contract documents and at no expense to the City, by means as approved by the Engineer.

## **WORK SITE MAINTENANCE**

### Section 3-12 of Standard Specifications (add the following subsection)

#### Erosion Control and BMP's

The Contractor shall maintain the site in a clean, safe and adequate condition for Best Management Practices (BMP's), erosion control, pedestrian and vehicular traffic. The Contractor shall provide a 24 hour per day, 7 days a week emergency number for the City to call to report neglect of the aforementioned requirements. If the City is unable to reach the Contractor, if the Contractor does not respond, or if the City Inspector considers the response time too long given the nature of the problem, the City shall reserve the right to call in another Contractor or City crew to correct the problem. The Contractor shall be billed for the corrections at cost plus 15% for private services. The City's expense will be billed at cost. The need for corrective action shall be at the discretion of the City.

#### Substance Control

Disposal of all refuse, excess materials and all other substances, shall be in compliance with all City, County, State and Federal rules, regulations and laws.

Under no circumstances will construction water be permitted to enter into the storm drain system. Construction water entering the existing gutters shall be retained and trapped by the placement of sandbags or berms. Such trapped water shall be collected and removed from the gutters at the end of each workday.

Under no circumstances will the dumping of raw sewage on private property or in City streets or storm drains be allowed. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

Any sewage spilled by the Contractor during the project shall be the responsibility of the Contractor. Any Federal, State, or local fines shall be paid by the Contractor. Fines may consist of \$10,000 per occurrence and \$10.00 per gallon.

A clean portable sanitation facility shall be provided for use by the Contractor's crews and the City staff.

Full compensation for Project Site Maintenance shall be included in unit prices bid for various items of work involved.

## **PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

Section 4-2 of Standard Specifications (add the following subsection)

### **Restoration of Private Property**

The Contractor shall repair and restore all improvements, structures, property, vegetation, utilities and facilities disturbed, disconnected or damaged as a result or consequence of the Contractor's work or the operations of those for whom the Contractor is responsible or liable, including that caused by trespass with or without the Contractor's knowledge or consent, or by the transporting of workers, materials or equipment to or from the work site.

Damage caused by trespass or the transport of workers, materials, or equipment shall be repaired immediately by means and methods as approved by the Engineer.

Damage resulting from the Contractor's work shall be repaired immediately upon completion of said work. The Contractor shall submit construction details to the Engineer for approval prior to commencing any restoration necessitated by the Contractor's work.

All restoration work shall be completed to the satisfaction of the Engineer and the appropriate property owners.

Full compensation for Protection and Restoration of Existing Improvements shall be included in unit prices bid for various items of work involved.

## **PUBLIC CONVENIENCE AND SAFETY**

Section 3-12.4 of Standard Specifications (add the following subsection)

Staging and storage areas shall be located within the limits of construction.

Section 5.7.1 of Standard Specifications (add the following subsection)

### **Safety**

The Contractor shall carry out his operations in strict accordance with all applicable safety regulations and standards. Particular attention is directed to those safety requirements involving open trench, scaffolding and entering of confined spaces. The Contractor's personnel shall be certified for confined space entry.

### **Payment**

Public Convenience and Safety shall be included in the lump sum unit price bid for Traffic Control.

## **MOBILIZATION**

### **Section 7-3.4 of Standard Specifications (add the following subsection)**

Mobilization shall conform to the provisions stated in the General Provisions and herein.

The Contractor shall provide at own expense a mobile cellular telephone for use of Contractor and Sub-Contractors, and for use of the City representatives, limited to local calls at Contractor's expense.

### **Payment**

Payment shall be per the agreed price on the bid form for "Mobilization" and shall be considered full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the items of work. Progress payments for this item shall be paid in accordance with the completion percentage of the project to the Contractor, and shall include the cost of such mobilization and administration for the entire contract period. No additional compensation will be allowed for furnishing labor, materials, equipment, rental of necessary storage sites for storage of equipment, obtaining all City business licenses as required, and incidentals necessary to perform the items of work.

## **B. SECTION 500 - PIPELINE SYSTEM REHABILITATION**

### **GENERAL**

### **Section 500-1 of Standard Specifications (add the following subsection)**

### **STORAGE AND HANDLING**

Storage area and handling of liner pipes and rehabilitation material shall be the responsibility of the Contractor.

The liner pipes to be impregnated with thermosetting resin shall be done in accordance with the Standard Specifications and these Special Provisions at an off-site facility approved by the Engineer. The Contractor shall designate the facility location and wet out schedule and shall allow the Engineer to inspect all materials and procedures. No wet out activities shall occur at the project site. The resin impregnated fabric tubes shall be stored and delivered to the site in accordance with the manufacturer requirements or recommendations.

The manufacturer shall exercise extreme care during transportation, handling, storing, and installation of the liner to ensure that the material is not torn, cut, or otherwise damaged. If any part or parts of the liner material becomes torn, cut, or otherwise damaged before or during installation, it shall be repaired or replaced before proceeding with further installation, and at no additional cost to the City. The Contractor shall handle and store the

liner as recommended by the manufacturer to ensure installation in a sound, undamaged condition. The Contractor shall follow the resin manufacturer's requirements for handling and storage of the resin prior to, during, and following impregnation of the tube.

Full compensation for Storage and Handling shall be included in unit prices bid for various items of work involved.

### **Other Requirements**

It will be the responsibility of the Contractor to notify local residents before and after liner installation, providing traffic control, locating manholes, excavating pits where allowed to access existing sewer and storm drain lines, constructing temporary fencing to maintain the integrity of existing walls and fences on private property, cleaning existing pipe, CCTV inspection as required, making preparatory spot repairs to existing pipe, bypassing sewage and storm drain flows during installation, inserting liner, curing liner, testing for water tightness, locating, re-establishing and reconnecting all active sewer laterals, and post lining testing.

The Contractor shall carry out his operations in strict accordance with all applicable regulations and standards. Particular attention is directed to those safety requirements involving working with scaffolding and entering confined spaces. The Contractor's personnel shall be certified for confined space entry.

It will be assumed that the Contractor has examined the site of the work, record drawings, aerial photographs, video recordings and logs, the proposal and these special provisions, and is satisfied as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions, and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

Full compensation for General shall be included in unit prices bid for various items of work involved.

### **SUBMITTALS**

#### **Section 500-2 of Standard Specifications (add the following subsection)**

The Contractor shall submit Material Safety Data Sheets prior to the start of each job on a location by location basis. The Contractor shall certify that all operations shall be in accordance with all Federal, State, and Local environmental, health, and safety standards.

The Contractor is required to submit pipe design calculations prior to the start of each project on a location by location basis; pipe shall be designed per the fully deteriorated gravity pipe condition. Calculations shall be signed and stamped by a registered engineer.

All working drawings, data and samples shall be subject to review by the Engineer for conformity with the plans and specifications.

The Contractor shall provide procedural criteria and its processes by indicating all necessary steps to ensure adequate venting and/or exhausting of all noxious fumes or odors generated during and remaining after the curing process is completed. This process will remain in place at all manholes, laterals, etc. until all noxious odors have dissipated to an acceptable level in accordance with CAL OSHA requirements for the materials used and there is no more air pollution or potential health hazard left to the general public or the construction workers.

## **BYPASSING**

Bypassing shall be the responsibility of the Contractor. The Contractor shall submit to the Engineer for approval the method of bypassing existing flows in the pipe during the installation and/or curing processes. Any damage to private property or within the City right-of-way, to landscaping, irrigation, structures, or any other appurtenances will be repaired or replaced by the Contractor to the satisfaction of the City Engineer or designee.

Additional requirements include the following:

- Ensuring a pumping capacity that meets the maximum flow as shown on the plans. Sewer flow estimated on the plans may vary from 0 gpm to the maximum shown on plans.
- Ensuring that 100% back-up pump and power is provided.

Prior to the start of each project on a location by location basis, the Contractor shall prepare and submit to the Engineer for approval, a comprehensive Bypass Plan detailing the exact methods and procedures to be used for full flow diversion during installation of the liner.

The Bypass Plan shall minimally include the following elements and stipulations:

- Written procedures for bypass operations.
- Specific location and configuration of pumping equipment for each bypass.
- Pipe alignment for each bypass including vehicle access provisions.
- Full pumping system redundancy is required. Primary pump(s) at 120% of peak flow.
- Minimum 8-hr. emergency fuel storage on-site is required.
- Pumping system shall be continuously manned while operating.
- Technical shop drawings for bypass pump(s) indicating peak bypass capacity.
- Spill response and notification procedures including emergency phone numbers.

All shop drawings and bypass pumping plans shall be submitted directly to the Engineer. The shop drawings shall be submitted for review whether the products and construction methods are furnished per the Plans & Specifications and all equipment shall be submitted for review. The Contractor shall furnish to the Engineer such working drawings, data on materials, flow calculations, design calculations, corrosion testing,

flexural modulus testing, long-term creep testing, equipment and samples as are required for the proper control of the work including, but not limited to written description of the construction methods and equipment to be used for storage, handling, installation, curing, control, cool-down, finish of the liner and equipment layout, as well as proposed access locations.

Full compensation for Submittals shall be included in unit prices bid for various items of work involved.

Full compensation for Storage and Handling shall be included in unit prices bid for various items of work involved.

### **CLEANING AND PRELIMINARY INSPECTION**

Section 500-3 of Standard Specifications (add the following subsection)

The Contractor shall provide the Engineer with 48 hours notice before commencing preliminary pipe cleaning operations. Cleaning shall be completed as required for successful rehabilitation of the pipeline. During the cleaning operation, all roots shall be trapped and captured. Roots will not be allowed to be flushed downstream. All materials shall be removed and disposed of at the Contractor's expense.

Preparatory spot and point repairs may be required. Repair work shall be performed from the inside of the existing pipe using methods approved by the Engineer. Repair work requiring excavation shall be allowed only when approved by the Engineer.

Full compensation for Cleaning and Preliminary Inspection shall be included in unit prices bid for various items of work involved.

### **EQUIPMENT**

Section 500-3.2.1.3 of Standard Specification (add the following subsection)

Equipment shall conform to the provisions stated in the General Provisions and herein.

High-Velocity Jet (Hydrocleaning) Equipment: All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. The equipment will have a minimum working pressure of 2,000 psi at a 60 gpm rate. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry a nominal 800-gallon minimum water tank, auxiliary engines, pumps, and a minimum of 650 feet of high-pressure hose on a hose reel.

### Section 500-3.2.2 (CCTV) System Equipment of Standard Specifications

CCTV system equipment shall include television cameras, a television monitor, cables power sources, and other equipment. The focal distance shall be adjustable through a range from 6 inches (150 mm) to infinity. The remote-reading footage counter shall be accurate to less than 1 percent error over the length of the particular section of pipeline being inspected. This distance shall be measured from the centerline of the manhole to the centerline of the next manhole. The camera and television monitor shall produce a minimum 350 lines per inch (14 lines/mm) resolution. Telephones, radios, or other suitable means of communication shall be set up to ensure that adequate communication exists between members of the crew.

The CCTV inspection camera utilized shall be specifically designed and constructed for sewer and or storm drain inspection. The CCTV inspection camera shall be operative in 100 percent humidity conditions. Lighting for the camera shall minimize reflective glare. Lighting and picture quality shall be suitable to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered during the work.

The CCTV inspection camera shall be mounted on a skid, floatable raft system, or transporter based on the conditions of the pipeline to be televised.

The CCTV inspection system to be utilized shall be approved by the engineer prior to the work being performed.

### Section 500-3.3 Pipeline Cleaning of Standard Specifications

When utilizing high-velocity hydraulic cleaning equipment independently or in combination with other cleaning methods, a minimum of 2 passes with the hydraulic nozzle shall be done unless otherwise approved by the Engineer.

If cleaning cannot be completed from one manhole, the equipment shall be moved and set up on the other manhole and cleaning shall be re-attempted. If successful cleaning still cannot be performed or the equipment fails to traverse the entire pipeline section, it shall be assumed that a major blockage exists. Efforts to clean the lines shall be temporarily suspended and the Contractor shall notify the Engineer. Upon removal of the obstruction, the Contractor shall complete the cleaning operation.

Contractor shall dispose of all debris removed from the pipeline in accordance with Federal, State, and local laws and regulations.

### Section 500-3.4 of Standard Specifications (add the following subsection)

The Contractor shall use color video equipment and a rotating-lens or pan and tilt camera. The video recording shall indicate the date, time, and location of each inspection and a running total of pipeline footage. Video recordings of low quality such

as poor lighting and technical irregularities will be rejected. Video counters for measuring exact lineal footage shall be calibrated daily with the inspector present.

Television inspection will be required at the following stages of construction:

1. Prior to cleaning of host pipe and or insertion of a pipe liner;
2. After cleaning or;
3. After insertion of pipe liner and re-establishment of sewer lateral connections

**All** stages of video inspection shall be reviewed and approved by the Engineer. The Contractor shall provide a copy of the video inspections (DVD format) to the City, which shall become the property of the City. During the inspection, the Contractor shall keep a log suitable for future reference which documents existing conditions on the interior of the pipe. Both the original log and the original video recording shall become the property of the City. If the Contractor desires to have an original copy of the video recording, then the Contractor shall record two videos simultaneously during the video inspection. One video recording shall become the property of the City and the second shall be the property of the Contractor. Video recordings of low quality such as poor lighting and technical irregularities will be rejected.

The Engineer will review the recording of the preliminary video inspection and determine whether and where preparatory repairs are needed. Preparatory repairs shall be made by the Contractor prior to the insertion of the liner. Possible preparatory repairs that may be required on this project include, but are not limited to, removing protruding laterals, roots and built-up deposits including concrete on the inside of the host pipe, and performing point and spot repairs. All preparatory repairs shall be performed from the inside of the existing pipe using methods as approved by the Engineer. Repair work requiring excavation shall be allowed only when approved by the Engineer.

Full compensation for CCTV Inspection shall be included in unit price bid for sewer and manhole rehabilitation.

### **VIDEO INSPECTION REPORT REQUIREMENTS**

Upon Completion of the video inspection, the service provider shall provide the agency with an Inspection Report that includes the following.

1. Brief Summary of work performed;
2. Summary list of all pipeline segments inspected (i.e. structure to structure);
3. Inspection reports (log sheets) of each segments;
4. All original recordings (via external drive or thumb drive);
5. Summary list of recorded observations and defects;
6. Photo's of major defects for each pipeline segment (in JPEG format).

The Contractor shall use the National Association of Sewer Service Companies (NASSCO) PACP defect coding and rating system on the Inspection Report and also



the Summary List of Recorded Defects.

Each pipe segment (structure to Structure) shall be identified with an initial screen text and shall include the following:

1. Agency project or contract number
2. Video date
3. Weather history
4. Contractors name
5. Contractor operator(s) name (s)
6. Street location name
7. Structure ID upstream
8. Structure ID downstream
9. Pipeline segment ID
10. Direction of Camera – with or against flow
11. Pipe Material(s)
12. Pipe length
13. Pipe size

Running Screen Text – During the CCTV inspection, the running screen shall show the running footage (distance traveled) and the following text information at the bottom of the screen:

1. Street Intersection – upstream
2. Structure number – upstream
3. Structure number – downstream
4. Pipe size
5. Pipe length
6. Date
7. Time of day

Ending Screen Text – At the end of each pipe segment, and ending screen text shall include the following:

1. “End of Segment Inspection”
2. Condition that prevented a complete inspection, if applicable.

**Cured-In-Place Pipe (CIPP) Liner, Felt or Fiberglass Liner. Section 500-5.5 of the Standard Specifications.**

Section 500-5.5.2 of Standard Specifications (add the following subsection)The required wall thickness of CIPP liner shall be in accordance with the design formulae in ASTM F1216-21 for “Fully Deteriorated” (structural) gravity pipe per ASTM F-1216 using the design parameters and physical properties listed below:

Design Formula Values:

Flexural Modulus of Elasticity ( $E_i$ )	300,000 psi
Flexural Strength ( $a$ )	5,000 psi
Mean Diameter ( $D$ )	8.00 – 24.00 inches
Ovality ( $q$ )	2.00 %
Max. External Water Pressure to Flowline	4.00 feet above top of pipe
Depth at top of Conduit	2 feet to 12.5 feet
Soil Density	120 pcf
Soil Modulus	1000 psi
Safety Factor for External Loads ( $N$ )	2
Total Earth Loading	16,000 lbs

The minimum liner wall thickness allowable shall be as determined by the design formulas and as tested per ASTM D 790. The Flexural Modulus of Elasticity ( $E_i$ ) for the liner shall be a minimum of 300,000 psi as determined by ASTM D-790. The long-term Flexural Modulus of Elasticity ( $E_L$ ) shall be a minimum 50% reduction of  $E_i$  or more as specified herein. The liner shall satisfy the minimum wall thickness, minimum Flexural Modulus of Elasticity and minimum Flexural Strength requirements as specified herein. The Contractor shall submit a completed "Pipe Thickness Form" with the following test data at the time of bid submittal:

- a. Flexural Modulus of Elasticity ( $E_i$ ) and Flexural Strength test data in accordance with ASTM D-790.
- b. 10,000-hour third-party long-term Flexural Modulus of Elasticity ( $E_L$ ) and Flexural Strength ( $\sigma_L$ ) test data in accordance with ASTM D-2990 at 10,000 hours, or equal 10,000-hour test, as approved by the Engineer.

If approved 10,000-hour test results are not available, the Contractor shall use a minimum 75% reduction (25% retention) of  $E_i$  for the liner wall thickness calculations. **Contractor shall submit the "Pipe Thickness" form signed and sealed by a registered civil engineer including supporting test data after a Contract is awarded.**

Payment for all submittals shall be included in the bid price per foot for the liner.

The Contractor shall provide design cut sheets per the shop drawing section in special provisions in these specifications. Design shall be per the fully deteriorated condition when applicable to calculating pipe design or minimum thickness.

### **Chemical Resistance Testing**

Section 500-5.5-4 of Standard Specifications (add the following subsection)  
Contractor must submit with the Bid Proposal proof of meeting lining material chemical resistance requirements per the Standards Specifications.

## Payment

Sampling, Testing and Installation shall be per the unit price bid per lineal foot **as measured edge of liner to edge of liner** and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning, root removal, video recording and inspecting the pipe, in the various stages as specified, liner installation, including notifying local residents, providing traffic control, locating manholes, making preparatory spot repairs to existing pipe as required, locating all active laterals and chimneys, bypassing sewage and storm drain flows as required, inserting liner, curing liner, testing for water tightness, sealing liner at the end of runs.

## **Sealing at Manholes, Structures and Ends of Pipe**

Section 500-6 of Standard Specifications (add the following subsection)

In the event the liner fails to make a watertight seal the following shall apply:

- For sewer systems the manhole base and wall around the liner shall be cleaned of loose debris by brushing and/or use of a low pressure washer.
- Apply low shrink epoxy for use in bonding to Portland cement concrete to form a watertight seal at the edge of the interface of pipe and liner where the liner joins the inlet and outlet of all manholes.

Use of AV-118 chemical grout will not be allowed.

Full compensation Miscellaneous shall be included in unit prices bid for various items of work involved.

## Payment

Sealing Connections shall be included in the unit price bid per lineal foot **as measured edge of liner to edge of liner** and shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals.

## **Service Connection Re-Establishment**

Section 500-8 of Standard Specifications (add the following subsection)

The Contractor shall provide advance written notice to all affected parties, once at 48-hours and again at 24-hours, prior to taking sewer laterals out of commission. Said notice shall specify the time frame laterals will be out of service and shall advise parties against water usage during such time (e.g., running water, washing laundry, flushing toilets, etc.) The notices will be reviewed and approved by the City Engineer prior to distribution. Immediately after sewer lateral connections are re-established, the Contractor shall notify all affected parties that their sewer service has been reactivated and is fully operational. **All sewer lateral connections must be re-established at the end of each working day.**

The City relied upon record drawings and video recording inspections of the existing sewer and storm drain pipes to determine the number of active laterals and chimneys for this project. These pipelines may have additional side connections that were not visible on the video tapes or locatable from the record drawings. To ensure that all laterals and chimneys are located and connections are properly re-established, the Contractor during the pre-installation CCTV inspection shall utilize a metal tape measuring device attached to the camera to locate and identify service lateral connections for re-establishment. Lateral connections that have been identified as inactive or capped may require re-establishment as directed by the Engineer.

Directly after liner installation, the Contractor shall immediately re-establish all active lateral connections. All material cut from the liner to reconnect laterals, and any miscellaneous material resulting from the cutting operations, shall be removed from the pipe by means as approved by the Engineer. A temporary P-trap shall be placed at downstream manholes and outlets to trap all construction materials and debris. Contractor shall have the sole responsibility to insure that removal of these materials and debris does occur at his own expense.

#### Payment

Re-establish Sewer Lateral Connections shall be per the unit price bid each for Re-establish Lateral Connection and shall be full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in reconnecting laterals and cleanouts. No additional compensation will be allowed.

### **MISCELLANEOUS**

#### Water Discharge

It is the sole responsibility of the Contractor to contain all discharging of water produced from its operations. At no time will discharging of water or any construction water be allowed to be dispersed on existing ground and surface improvements or enter into the existing storm drain system. However, discharging of such water can be accepted into the sewer system with permission from the City's Utility Supervisor.

### **C. SECTION 502 - MANHOLE AND STRUCTURE REHABILITATION (When applicable)**

#### **GENERAL**

##### Section 502-1 of Standard Specifications (add the following to the subsection)

The work described herein includes requirements for repairs to the base of the sewer manhole. Work for cleaning shall be performed per Section 502-3, repair mortar per Section 502-4.2.

Bid Item 5 is to assume an average manhole depth of 8 feet. The depth and bid price will remain in effect for all manhole repairs regardless of size, depth and deterioration condition so long as the Contract is in effect.

Concrete shelf and channel are severely deteriorated from exposure to H<sub>2</sub>S gas. Deteriorated concrete will need to be removed by high pressure water blasting and use of hand tools. High strength non-shrink repair mortar (4,500 psi) is needed for shelf and channel repair to near original dimensions and per City of San Clemente Std. No. S-2.

In addition to the requirements stated in these specifications, it will be the responsibility of the Contractor to notify local residents before and after manhole repair, providing traffic control, locating manholes and posting no parking signs, providing sewer main protection to retrieve all debris removed, removing existing steps, and post lining testing.

The Contractor shall carry out his operations in strict accordance with all applicable regulations and standards. Particular attention is directed to those safety requirements involving working with scaffolding and entering confined spaces. The Contractor's personnel shall be certified for confined space entry.

It will be assumed that the Contractor has examined the site of the work, record drawings, aerial photographs, video recordings and logs, the proposal and these special provisions, and is satisfied as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions, and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

Full compensation for General shall be included in unit prices bid for various items of work involved.

## **SUBMITTALS**

Section 500-2.2.3 of Standard Specifications (add the following subsection)

The Contractor shall submit Material Safety Data Sheets for each product used.

Technical data sheets on each product used, including ASTM results indicating the product conforms to and is suitable for its intended use per these specifications.

Manufacturer certification that applicator has been trained and approved in the handling, mixing and application of the products to be used.

The Contractor shall submit a detailed plan for the removal of loose material from the interior sides of the manholes. The plan shall include the tool and equipment to be used in the removal and cleaning process; the method to use to prevent the material from entering the sewer; the method for removal and disposal; and the final disposal location.

The Contractor shall certify that all operations shall be in accordance with all Federal, State, and Local environmental, health, and safety standards.

Full compensation for Submittals shall be included in unit prices bid for various items of work involved.

### **STORAGE AND HANDLING**

Section 500-2.2.4 of Standard Specifications (add the following subsection)

Storage area and handling of rehabilitation material shall be the responsibility of the Contractor.

Materials are to be kept dry, protected from weather and stored under cover.

Protective coating materials are to be stored between 50 deg F and 90 deg F. Do not store near flame, heat or strong oxidants.

Protective coating materials are to be handled according to their material safety data sheets.

Full compensation for Storage and Handling shall be included in unit prices bid for various items of work involved.

### **CLEANING, SURFACE PREPARATION AND INSPECTION**

Section 502-3 of Standard Specifications (add the following to the subsection)

The Contractor shall provide the Engineer with 48 hours notice before commencing preliminary manhole repair cleaning operations. Cleaning shall be completed as required for successful repair of the manhole. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that only sound substrate remains. All materials shall be removed and disposed of at the Contractor's expense.

Areas where rebar has been exposed shall be cleaned, repaired, and coated in accordance with the Standard Specifications.

Full compensation for Cleaning and Preliminary Inspection shall be included in unit prices bid for various items of work involved.

### **REPAIR, RESURFACING, AND ACTIVE INFILTRATION ELIMINATION**

Section 502-4 of the Standard Specifications (add the following to the subsection)

High strength non-shrink repair mortar (4,500 psi) shall be used to fill voids and other surface defects, smooth and rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the coating products to be applied. These products shall be installed to minimum thickness as recommended within the manufacturer's published guidelines.

Repair and resurfacing products shall be handled, mixed, installed and cured in accordance with manufacturer's guidelines.

All repaired or resurfaced surfaces shall be inspected for cleanliness and suitability to receive epoxy primer and coating product.

Full compensation for Application of Repair and Resurfacing Products shall be included in unit prices bid for various items of work involved.

**EXHIBIT "C"**

**SPECIAL CONDITIONS**

**ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.



EXHIBIT "D"

WORKERS COMPENSATION INSURANCE CERTIFICATION

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

*(ONE OF THE BOXES BELOW MUST BE CHECKED)*

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier Sentinel Insurance Company, Ltd.

Policy Number 72WEAAU0TGJ

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

Dated: May 31st, 2024

Sancon Technologies, Inc.

~~Consultant~~ Contractor

By:



President

Title

5841 Engineer Drive

Address

Huntington Beach, CA 92649

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: Sancon Technologies, Inc.

DIR Registration Number: 1000008879

DIR Registration Expiration: 06/30/2026

Small Project Exemption:  Yes or  No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor Sancon Technologies, Inc.

Signature 

Name and Title Charles Parsons, President

Dated 05/31/2024

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT "F"**  
**PAYMENT AND PERFORMANCE BONDS**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of San Clemente (hereinafter referred to as "City") has awarded to Sancon Technologies, Inc., (hereinafter referred to as the "Contractor") an agreement for SSGM-11748 Sewer Line Rehabilitation (CIPP) (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated June 3, 2024, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

Sancon

NOW, THEREFORE, we, Technologies, Inc., the undersigned Contractor and Old Republic Surety Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of forty one thousand eight hundred\* DOLLARS, (\$ 41,874.00 ), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

\*seventy four & 00/00

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of May, 2024.

(Corporate Seal)

Sancon Technologies, Inc.  
Contractor/ Principal

By Charles Parsons

Title President



(Corporate Seal)

Surety Old Republic Surety Company

By   
Scott Salandi Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title N/A

The rate of premium on this bond is N/A per thousand. The total amount of premium charges, \$ N/A.  
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) Old Republic Surety Company  
14728 Pipeline Ave., Suite E  
Chino Hills, CA 91709

(Name and Address of Agent or Representative for service of process in California, if different from above) Acrisure of California, LLC  
18952 MacArthur Blvd., Suite 300  
Irvine, CA 92612

(Telephone number of Surety and Agent or Representative for service of process in California) 909-367-2015 / 949-486-7917

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On 05/24/2024 before me, Mo Sexton - Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Charles Parsons  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On May 22, 2024 before me, Tina Downey, Notary Public  
(Here insert name and title of the officer)

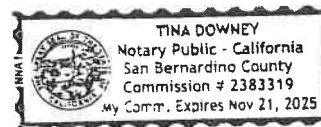
personally appeared Scott Salandi  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Tina Downey  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of San Clemente (hereinafter designated as the "City"), by action taken or a resolution passed June 3, 2024 has awarded to Sancon Technologies, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

SSGM-11748 Sewer Line Rehabilitation (CIPP) (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated June 3, 2024 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Old Republic Surety Company as Surety, are held and firmly bound unto the City in the penal sum of forty one thousand eight hundred seventy four & 00/00 Dollars (\$ 41,874.00 ) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.


This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of May, 2024.

(Corporate Seal)

Sancon Technologies, Inc.  
Contractor/Principal  
By   
Charles Parsons  
Title President

(Corporate Seal)

Old Republic Surety Company  
Surety  
By   
Scott Salandi Attorney-in-Fact  
Title N/A

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On 05/24/2024 before me, Mo Sexton - Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Charles Parsons  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On May 22, 2024 before me, Tina Downey, Notary Public  
(Here insert name and title of the officer)

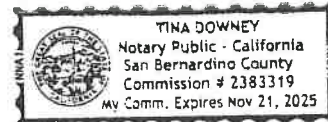
personally appeared Scott Salandi  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Tina Downey*  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Scott Salandi, David Jacobson of Irvine, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of March, 2022

OLD REPUBLIC SURETY COMPANY

[Signature of Karen J. Haffner]

Assistant Secretary



[Signature of Alan Pavlic]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of March, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature of Kathryn R. Pearson]

Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 0043

Signed and sealed at the City of Brookfield, WI this 22nd day of May, 2024

[Signature of Karen J. Haffner]

Assistant Secretary

ORSC 22262 (3-06)

**EXHIBIT "G"**  
**FEDERAL REQUIREMENTS**  
"NOT APPLICABLE"

## EXHIBIT "H"

### INSURANCE REQUIREMENTS

#### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract as required in section 1.1.12 of this agreement.

3.13.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Contract for work to be performed hereunder, and without limiting the indemnity provisions of the Contract, the Contractor, in partial performance of its obligations under such Contract, shall procure and maintain in full force and effect during the term of the Contract the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Contract.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Builder's Risk Insurance ["All Risk"]: Not Applicable.

(E) Contractors Pollution Liability: Not Applicable.

3.13.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract.



Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms of purposes of this Contract. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents and volunteers.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.13.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability, Automobile Liability insurance (if required) shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.13.5 Waiver of Subrogation. All policies of Commercial General Liability, Automobile Liability insurance (if required) shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.13.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention in excess of \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.13.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with

all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.13.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Contract, effective upon notice.

3.13.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.13.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.13.11 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.13.12 Insurance for Subcontractors. Contractor shall include all Subcontractors as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as additional insureds to the Subcontractor's policies. All policies of Commercial General Liability insurance provided by Subcontractors shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13. Contractor shall not allow any Subcontractor to commence work until it has received satisfactory evidence of Subcontractor's compliance with all insurance requirements under this Contract, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2024

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

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

<b>PRODUCER</b> Patriot Risk & Insurance Services 18952 MacArthur Blvd., Suite #300 Irvine, CA 92612  www.patrisk.com                      0K07568	<b>CONTACT NAME:</b> Ashlyn Wooden	
	<b>PHONE (A/C No. Ext):</b> (949) 486-7910	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b> awooden@patrisk.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Hartford Fire Insurance Company		19682
<b>INSURER B :</b> Hartford Casualty Insurance Company		29424
<b>INSURER C :</b> Sentinel Insurance Company, Ltd.		11000
<b>INSURER D :</b> Navigators Specialty Insurance Company		36056
<b>INSURER E :</b> Scottsdale Insurance Company		41297
<b>INSURER F :</b>		

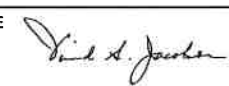
**COVERAGES**                      **CERTIFICATE NUMBER:** 80096321                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Deductible  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72UEACI4418	10/1/2023	10/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	72UEACI4419	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			72HHACI3468	10/1/2023	10/1/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	72WEAAU0TGJ	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liability			SF23ECPZ0CBLVIC	10/1/2023	10/1/2024	\$5,000,000 Each Incident/\$10,000,000 Agg
E	Installation Floater			RBS0255147	10/1/2023	10/1/2024	\$250,000 Any one Job Site
E	Rented/Leased Equipment			RBS0255147	10/1/2023	10/1/2024	\$100,000 Any one item

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

RE: SSGM-11748 Sewer Line Rehabilitation (CIPP), Via Pico Plaza, PN 28206  
City of San Clemente and all of its officials, officers employees, agents, and volunteers are named as additional insured as respects GL per attached endorsements.  
Primary/non-contributory endorsement included. Waiver of Subrogation as respects general liability, auto liability and workers comp.  
30 days notice of cancellation (10 days for non-payment of premium.) to the certificate holder.

<b>CERTIFICATE HOLDER</b>  The City of San Clemente 910 Calle Negocio San Clemente CA 92673	<b>CANCELLATION</b>  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  Dave Jacobson

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy	

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

**A.** With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured** is replaced with the following:

**f. Any Other Party**

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
  - (a) During the policy period; and
  - (b) Subsequent to the execution of such written contract or written agreement; and

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

**When You Add Others As An Additional Insured To This Insurance**

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

**(c) Method Of Sharing**

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

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

All other terms and conditions in the policy remain unchanged.



## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This Insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

**(1) Professional health care services such as:**

- (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;**
- (b) Any health or therapeutic service, treatment, advice or instruction; or**
- (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or**

**(2) First aid services, which include:**

- (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or**
- (b) Services performed as a Good Samaritan.**

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or**
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:**

**(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and**

**(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.**

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;**
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or**
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or**
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;**

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:**

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working



directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

#### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Wartlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

### j. Insureds In Media And Internet Type Businesses

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

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

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

#### (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### d. Legal Representative If You Die

Your legal representative if you die, but only



with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. 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. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**\* 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal And Advertising Injury Limit**

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and

**b. Medical expenses under Coverage C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**\* 4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

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

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

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

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

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

\* **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. **"Advertising idea"** means any idea for an "advertisement".

3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

**11. "Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

**12. "Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained



primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**19. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**23. "Volunteer worker" means a person who**

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

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

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

  - (a) During the policy period, and
  - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**4. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**5. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

**6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**7. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**8. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

**10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**20. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

**Policy Number:** 72WEAAU0TGJ

**Endorsement Number:**

**Effective Date:** 10/1/2023

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Sancon Technologies Inc.  
5841 Engineer Dr.  
Huntington Beach CA 92649

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**

WHERE REQUIRED BY WRITTEN CONTRACT

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

Authorized Representative

Form WC 04 03 06  
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date: 10/1/2024