



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

**WQA ADMINISTRATIVE/FINANCE COMMITTEE
AND SPECIAL MEETING OF THE BOARD OF DIRECTORS
TO BE HELD ON TUESDAY, FEBRUARY 4, 2020 AT 10:00 A.M.
AT
1720 W. CAMERON AVE., SUITE 100 IN WEST COVINA, CA**

**The Administrative/Finance Committee meeting is noticed as a joint committee meeting with the Board of Directors for the purpose of compliance with the Brown Act. Members of the Board that are not assigned to the Administrative/Finance Committee may attend and participate as members of the Board, whether or not a quorum of the Board is present. In order to preserve the function of the Committee as advisory to the Board, members of the Board who are not assigned to the Administrative/Finance Committee will not vote on matters before the Committee*

AGENDA

Committee Members: **Mike Whitehead, Bob Kuhn and Mark Paulson**

Liaison Member: **Dave Michalko**

- I. Call to Order
- II. Public Comment
- III. Discussion Regarding San Gabriel Valley Economic Membership Renewal
 [enc]
- IV. Discussion Regarding WQA Meetings in Washington, D.C.
- V. Discussion Regarding Monitoring Well MW5-13 License Agreement with
 Azusa Land Reclamation, Inc. [enc]
- VI. Executive Director's Report
- VII. Adjournment



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AGENDA SUBMITTAL

To: WQA Administrative/Finance Committee
From: Kenneth R. Manning, Executive Director
Date: February 4, 2020
Subject: **San Gabriel Valley Economic Partnership (SGVEP) Annual Membership**

Discussion

The WQA holds a Leader Level Membership with the annual renewal amount of \$20,000 which is discounted from the regular price of \$25,000. WQA's membership has been beneficial in putting the WQA's issues out in front of the community by allowing the WQA to participate in local events with local and state legislators. It also gives the WQA a seat on the Board of the Directors.

Recommendation / Proposed Action

Recommend approval of WQA's annual membership to the SGVEP.

Attachment:
SGVEP Annual Membership Invoice



**Executive Board Members
2019 -2020**

January 15, 2020

Chair

Lupe Valdez
Union Pacific

Ken Manning
Executive Director
San Gabriel Basin Water Quality Authority
1720 W. Cameron Ave #100
West Covina, CA 91790

Vice Chair

Peter Hidalgo
Charter Communications

Secretary

Donovan Green
AT&T

Dear Mr. Manning,

Thank you for your continued support of the San Gabriel Valley Economic Partnership. This year your membership allowed us to:

City Manager Rep.

Bryan Cook
City of Temple City

- Create the **SGV Economic PowerSite** that provides interactive demographic, economic and industry data for each community in the San Gabriel Valley. The **PowerSite** www.sgvpowersite.com enables our members to:
 - 1.) Identify all available commercial properties in the SGV by jurisdiction
 - 2.) Identify location and details of all businesses by jurisdiction
 - 3.) Obtain demographic, economic and consumer spending data in the geographic area of the SGV

Immediate Past Chair

Reyna Del Haro
Kaiser Permanente

Past Chair

Tina Javid
SoCal Gas

Ex-Officio Member

Bart Doyle
Attorney at Law

President & CEO

Bill Manis
SGV Economic Partnership

- Launch the Power Lunch 2.0 series to *provide business intelligence* to members on a monthly basis.
- Influence the outcome of legislation and government regulations that affect local business and the economic vitality of the SGV
- Provide information and training on critical economic issues and opportunities facing the region
- Market the SGV at tradeshows and expos, including promoting the SGV as "SoCal's Golden Opportunity" at ICSC retail convention.
- Assist local businesses with permitting, expansions, training and finding available resources
- Connect businesses with SGV community colleges and universities to create workforce development pathways
- Promote and honor businesses, organizations, and individuals who make major contributions to the SGV

We simply could not do this without you. We are honored by your ongoing commitment and support.

Thank you for your contributions towards ***advancing the economic vitality of life of the San Gabriel Valley.***

Sincerely,

Bill R. Manis
President & CEO

THANK YOU FOR YOUR
ONGOING SUPPORT!



Advancing the economic
vitality and quality of life
of the San Gabriel Valley

Invoice

| DATE | INVOICE # |
|----------|-----------|
| 3/1/2020 | 7112 |

BILL TO

San Gabriel Basin Water Quality Authority
Ken Manning
1720 West Cameron Avenue, #100
West Covina, CA 91790

San Gabriel Valley Economic Partnership
4900 Rivergrade Road, Suite B130
Irwindale, CA 91706
(626) 856-3400 Phone
(626) 856-5115 Fax

DUE DATE

3/1/2020

| DESCRIPTION | QUANTITY | RATE | AMOUNT |
|---|----------|-----------|--------------------|
| Annual Renewal of Leader Level Membership | | 5,000.00 | 5,000.00 |
| Website Sponsorship | | 0.00 | 0.00 |
| Leadership income | | 15,000.00 | 15,000.00 |
| March 01, 2020 - February 28, 2021 | | | |
| Balance Due | | | \$20,000.00 |



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AGENDA SUBMITTAL

To: WQA Administrative/Finance Committee
From: Kenneth R. Manning, Executive Director
Date: February 4, 2020
Subject: Monitoring Well MW5-13 License Agreement with Azusa Land Reclamation, Inc.

Summary

Staff is recommending the renewal of a site access license agreement with Azusa Land Reclamation, Inc. (ALR) for Baldwin Park Operable Unit (BPOU) monitoring well MW5-13.

Background

In the 1990's WQA managed the construction of several monitoring wells in the BPOU. WQA also executed long term site access agreements with the different entities that owned the property the wells were constructed on. Over the past few years there has been an effort to consolidate all of the BPOU monitoring well license agreements with WQA.

Monitoring well MW5-13 was constructed on a vacant portion of ALR's property in the City of Azusa. WQA originally entered into an access agreement with ALR in 1995. This was subsequently renewed in November 2015 and expired with the original BPOU Project Agreement. The term of this renewal will expire with the term of the 2017 BPOU Project Agreement on May 9, 2027. There are no fees involved with this license agreement.

Recommendation / Proposed Action

Approve Monitoring Well MW5-13 License Agreement with Azusa Land Reclamation.

Attachment: Draft Monitoring Well License Agreement with Azusa Land Reclamation, Inc.

DRAFT - LICENSE AGREEMENT FOR MONITORING WELL SITE

THIS LICENSE AGREEMENT (“License”) is entered into on _____, 2020 by and between the SAN GABRIEL BASIN WATER QUALITY AUTHORITY (“Authority”) and the AZUSA LAND RECLAMATION, INC., a California corporation (ALR).

RECITALS

1. On December 6, 1995, ALR and Authority entered into a License Agreement for use of the “ALR’s Property”.
2. The Authority is a public entity created by special act of the Legislature of the State of California for the purpose of monitoring and undertaking projects for the remediation of groundwater contamination in the San Gabriel Valley Groundwater Basin.
3. The Baldwin Park Operable Unit (“BPOU”) is an area of groundwater contamination in the San Gabriel Groundwater Basin identified by the United States Environmental Protection Agency (“EPA”) as a Superfund site under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”).
4. The Authority and the EPA have constructed a monitoring well within the property at which ALR conducts business operations, located at 1211 Gladstone St., Azusa, California (“ALR’s Property”) and ALR agrees to allow limited access by Authority under a license to monitor such well.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt of which is mutually acknowledged, ALR hereby grants to Authority a license to enter upon ALR's Property, to maintain and use a monitoring well thereon on the following terms and conditions.

1. LICENSE. The limited access license granted to Authority hereunder shall affect and lie in, over, and under that portion of ALR's Property shown on the diagram attached hereto as Exhibit "A", designated as Parcels 1, 2 and 3 (hereinafter the "Property") All activities undertaken by Authority under this License shall be at Authority's sole expense (including but not limited to sampling, monitoring, maintenance, extraction, remediation, construction, and decommissioning). ALR shall have no responsibility, other than as a member of the BPOU Steering Committee, for the cost of any activities undertaken by Authority under this License. Authority shall undertake all activities in compliance with applicable laws, regulations, statutes, ordinances and guidelines (collectively, "Applicable Laws") and shall be responsible for all fines, attorney's fees, claims, personal injury or property damage to the extent attributable to Authority's failure to comply with such Applicable Laws.
 - a. Well Site. Authority shall have the right to remove, replace, inspect, maintain, operate, repair, a water monitoring well and all incidental fixtures and appurtenances thereto, together with the right to pump, draw, extract, remove, test, sample, monitor, and evaluate water for the purposes described in Paragraph 7, from and under the real property described as Parcel 1 in Exhibit "A" (the "Well Site"). Except, as otherwise provided herein, Authority shall not bring hazardous substances on the ALR Property. The term "hazardous substances" shall not include those substances used as part of the customary on-site, operation and maintenance of Authority's monitoring equipment or monitoring activities.
 - b. Ingress and Egress. Authority shall have the right of ingress and egress during ALR Property facility operating hours, including the right to enter upon and pass and re-pass over and along said lands, and to transport vehicles, persons, tools, materials and equipment to and from the Well Site, for the purposes described in Paragraph 7, which

license shall affect and lie in, over, and across the real property described as Parcel 2 in Exhibit “A” (the “Access License”; provided, however, that Authority utilize access roads as directed by ALR, which may be modified from time to time, and complies with this License in its entirety. Further, Authority must sign in and out of the ALR Property at the location designated by ALR, currently the administrative building.

- c. Risk. Authority acknowledges participation in any activities at the ALR Property is voluntary and may have associated risks, including but not limited to certain hazardous activities, vehicular and heavy machinery use and traffic, puncture, slip, trip and fall hazards, death, illness and exposure to: landfill gas, H₂S, LNG, CNG, electricity, asbestos, tires, construction and demolition waste, municipal solid waste, recycling, wildlife, insects, poisonous vegetation, sun, rain, heat, cold, barbed wire, fire, contaminated soil or water, fumes, odor control products, birth defect, reproductive or cancer causing agents, paint, welding, chemicals and other potentially injurious conditions or effects. Authority agrees and understands that ALR Property may include a wildlife habitat center, endangered species, ecological center, habitat conservation plan and/or conservation easements and, therefore, Authority is prohibited from picking, feeding, disturbing, damaging, and/or removing any living creatures, plants, flowers, bodies of water, or anything located at ALR Property. Moreover, Authority shall cleanup and shall not leave any trash at ALR Property. Further, Authority shall not drink from any bodies of water located at ALR Property, including any springs or rivers. Authority acknowledges that port-a-lets and drinking fountains are not available to Authority at ALR Property.
- d. Intellectual Property. The Authority acknowledges that all intellectual property owned by ALR or its affiliates shall remain the property of ALR or its affiliates and that any rights under this License shall not affect ALR or its affiliates’ rights to its intellectual property. The Authority agrees not to misrepresent or denigrate ALR or the Waste Management brand and shall not use ALR or Waste Management’s name, logo or trademark in any false light, obscene, illegal or scandalous way, including but not

limited to promotion or endorsement of obscene materials. This provision shall survive termination of this License. Well site data collected through the use of monitoring equipment by Authority or Authority's contractors under this License and according to the requirements of the 2017 Project Agreement or EPA BPOU shall not be deemed to be the intellectual property of ALR or its affiliates. Nothing in this License shall operate to prohibit Authority from publishing well site data collected by Authority or Authority's agents or otherwise distributing and disseminating such data to any third party, including any other governmental entity as part of Authority's governmental functions. Authority shall provide such well site data to ALR at the same time and in the same manner such data is provided to all other parties to the 2017 BPOU Project Agreement. The distribution or dissemination of data collected by Authority shall not constitute a misrepresentation or denigration of ALR or the Waste Management brand and shall not constitute the use of ALR's or Waste Management's name in a false light or in an obscene, illegal or scandalous way.

2. DEFINITION AND SCOPE OF AUTHORITY GRANTED. Whenever the terms "well" or "water monitoring well" are used herein, such terms shall mean a well used for the limited purpose of drawing and pumping samples of groundwater for water quality testing and monitoring as required by the US EPA for purposes described in the BPOU Project Agreement. The terms shall not include a well used for any other purposes, including but not limited to, the production of water for use, distribution or resale for any other purpose. The term "well" or "water monitoring well" shall include pumps and pump housings, drilling rigs, piping and other appurtenances, fixtures and facilities.

The scope of this License Agreement shall be expressly limited to the activities described in the 2017 BPOU Project Agreement and shall be used for no other purpose, directly or indirectly.

3. USE. The license to access ALR's property as conveyed hereunder shall be exercisable by Authority, Authority's officers, employees, agents, servants, and by persons and entities under contract with Authority subject to the terms and conditions of this License, and by US EPA only with respect to the BPOU monitoring well.

4. TERM OF LICENSE AND TERMINATION.

- a. The terms of the Access License with respect to Parcels 1 and 2 shall commence upon execution of this License and automatically terminate with the expiration of the 2017 Project Agreement on May 9, 2027 or earlier as specified therein.
- b. ALR may terminate the Access License, without penalty, upon one hundred eighty (180) days written notice to the Authority. ALR may terminate this License for cause if the Authority is in breach of any material covenant under this License and fails to cure said breach within fifteen (15) days of written notice to do so.
- c. In the event of a breach of any material term of this License, the party alleging a breach shall give written notice to the breaching party that specifies: (i) the nature of the breach; (ii) the action required to cure; and (iii) a reasonable date by which the breach shall be cured, which shall not be less than 60 days or such shorter cure period as may be ordered by a governmental agency with regulatory jurisdiction over the matter, subject to Authority's right to pursue any administrative or legal remedies to extend the regulatory agency's ordered cure period.
- d. Prior to the expiration of the applicable cure period, the breaching party may submit a written request for additional time to cure based on showing that it has commenced its efforts to cure the breach, and that the breach cannot be reasonably cured within the applicable cure period which request may not be unreasonably withheld. If the breaching party fails to commence such cure and diligently prosecute such cure to completion within the applicable cure period or any extended period, it shall constitute a breach of this Lease and a basis for termination.
- e. For purposes of this section, each of the following shall be deemed a breach of a material term of this Lease.
 - i. The use of the ALR Property in violation of any applicable law, statute, ordinance or regulation.

- ii. The failure of the Authority to obtain or maintain the insurance coverage(s) required in Section 8 hereof or to require its contractors to maintain such insurance.
 - iii. The use of the ALR Property by Authority in a manner, which results in a hazardous or unsafe condition on the ALR Property, or results in damage to ALR's facilities or equipment or injury to persons.
- f. Upon cessation of use of the water monitoring well for sampling purposes during the period of the 2017 BPOU Project Agreement, Authority shall remove all of Authority's above-ground fixtures, appurtenances and equipment, shall cause the water monitoring well to be abandoned in accordance with accepted well abandonment practices and shall restore the surface of the Well Site as near as possible to its condition prior to the installation of the well.
5. SAFETY. Access to Parcels 1, 2 and 3, under the Access License shall be limited to normal business hours; with notice to ALR. In the case of an emergency, call 911. A rally point will be the administrative office, and first aid may be available at either the administrative office or scalehouse. However, Authority agrees ALR shall not be liable for any and all applications of first aid. Authority agrees to wear closed toe boots or shoes, hard hats, safety glasses, pants and a safety vest, and/or other personal protective equipment as specified by ALR personnel. Authority agrees to comply with ALR's safety precautions, rules and required training.
6. NOTICE PRIOR TO COMMENCING ACTIVITY; CONDUCT OF WORK. The Authority shall give ALR not less than five (5) days' written notice prior to moving any equipment and materials onto the staging area sites or commencing any activities on the sites, the Authority shall designate in writing the names of all persons authorized to enter onto the parcels and shall cooperate with ALR security in preventing access by unauthorized persons. The Authority or its Contractor shall notify ALR's security personnel at ALR's Property prior to entry and shall report to security when leaving ALR's Property. Authority shall avoid disruption of ALR's use of the ALR Property. The Authority and ALR shall use best efforts to agree upon mutually convenient times for the Authority to conduct activities on ALR's Property.

7. COMPLIANCE WITH LAWS. The Authority shall be solely responsible for, and shall obtain from the appropriate governmental authorities and maintain in force throughout the term of this License, all necessary approvals, licenses and permits and shall comply with all statutes, regulations, ordinances and other laws applicable to Authority's activities on the ALR Property.
8. INSURANCE. The Authority shall obtain and require its Contractor to obtain and maintain in force at all times during the term of this Agreement Insurance, according to EXHIBIT "B". A Certificate of Insurance shall be provided to ALR on an annual basis.
9. INDEMNIFICATION.
- A. Except as otherwise provided under subsection B of this Section, below, to the fullest extent permitted by law, the parties agree to save, indemnify, defend and hold harmless each other and respective parents, affiliates, subsidiaries, predecessors, successors, directors, officers, and employees from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, penalties, fines, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this License , and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this License for the percentage of liability determined.
- B. Subsection A of this Section notwithstanding, Authority shall retain liability for and defend, indemnify and hold harmless, ALR, its parents, affiliates, subsidiaries, predecessors, successors, respective directors, officers, and employees from losses, liabilities, damages, personal injuries, claims or causes of action resulting from death or injury to Authority's employees or agents or damage to Authority's property or the property of Authority's agents in the performance of their duties and responsibilities on behalf of Authority under this License (collectively, "Employee-Agent Liabilities"), including those Employee-Agent Liabilities arising from the negligence of Authority, but save and excepting those which arise out of the gross negligence or willful misconduct of ALR.
10. NOTICES. Notices required to be given under this Agreement shall be deemed to have been received on the date it is personally or by overnight mail delivered to the party to whom it is

directed or three (3) days after the notice is deposited in the U.S. Mail, first-class postage, prepaid, addressed to the party to whom the notice is directed, addressed as follows:

If to ALR: Azusa Land Reclamation Inc.
 1211 W. Gladstone Boulevard
 Azusa, CA 91702
 ATTN: District Manager

And Azusa Land Reclamation, Inc.
 9081 Tujunga Ave.
 Sun Valley, CA 91352
 ATTN: ELMG DM and Senior Legal Counsel

TO the Authority: San Gabriel Basin Water Quality Authority
 1720 W. Cameron Avenue, Suite 100
 West Covina, CA 91790
 ATTN: Kenneth R. "Ken" Manning
 Executive Director

1. NO ASSIGNMENT. The rights and obligations under this Agreement shall not be assignable without the written consent of both parties, which consent shall not be unreasonably withheld.
2. NO WAIVER OF RIGHTS. Nothing contained in this Agreement shall be construed to create a waiver of any rights, now held or hereafter acquired by ALR with regard to any costs incurred or any rights of any part under applicable environmental statutes or regulations for contribution, cost recovery, indemnity, or any other relief relating to its alleged PRP status with respect to the BPOU, BPOU UAO or the BPOU 2017 Project Agreement.
3. LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
4. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would then become valid and enforceable, then such provision shall be deemed

written, construed and enforced as so limited, taking into account the intent of the parties at the time of contracting.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed an original.
6. EXECUTION. The individuals executing this Agreement on behalf of the respective parties hereby represent and warrant that they have been duly authorized to do so, and that this Agreement shall bind the party on whose behalf it is executed.

IN WITNESS WHEREOF, this License has been executed as of the date shown.

DATED: _____, 2020

AZUSA LAND RECLAMATION, INC.

By: _____ Title: _____,

DATED: _____, 20

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

By: _____

Title: _____

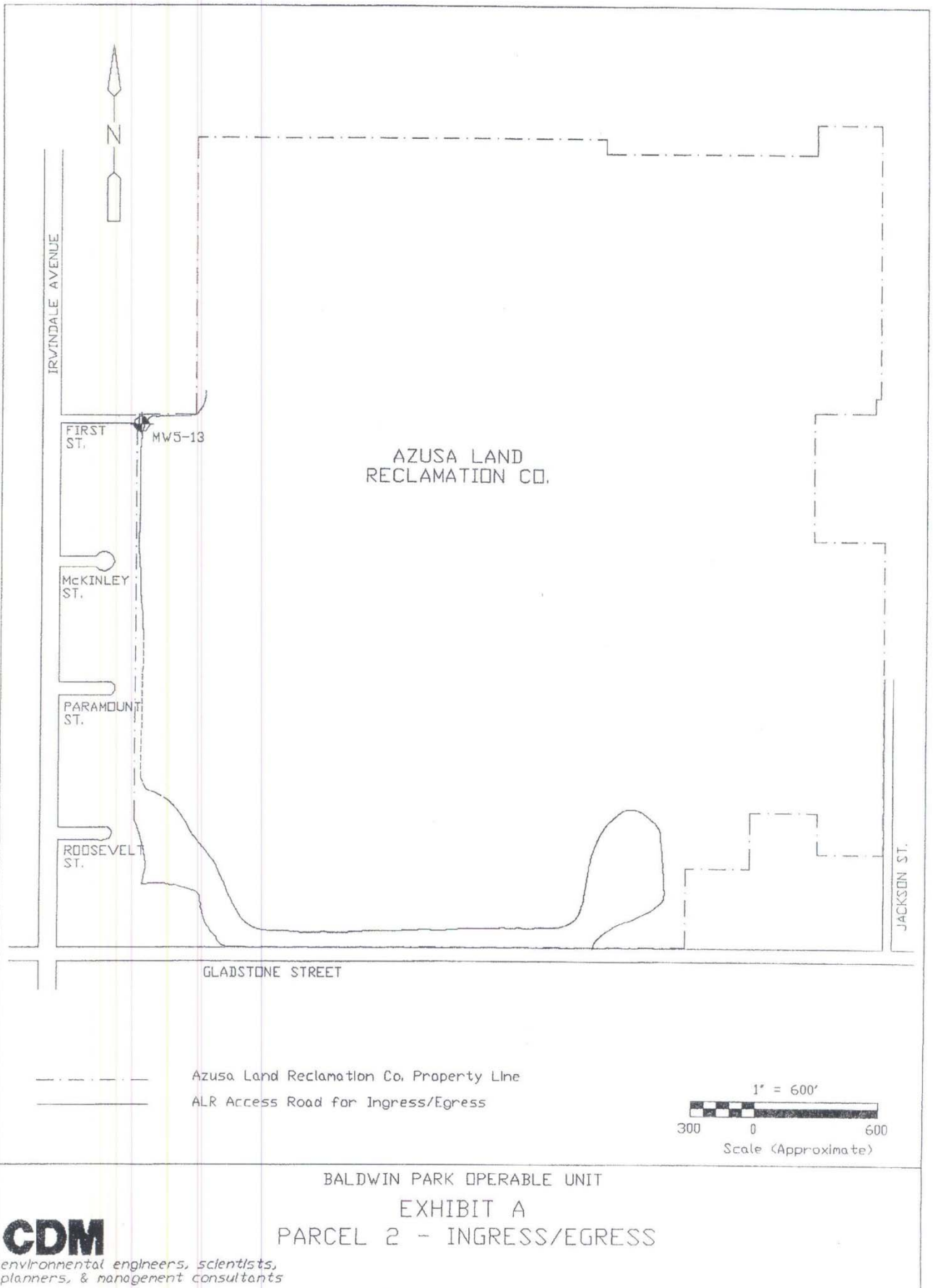
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Camp Dresser & McKee Inc.

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FIRST STREET

GATE

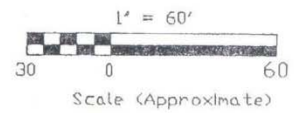
MW5-13 WELL SITE (PARCEL 1)

SHADED AREA DESIGNATES APPROXIMATE
WELL CONSTRUCTION AREA (PARCEL 3)



Property Line

Access Road



BALDWIN PARK OPERABLE UNIT

EXHIBIT A
PARCELS 1 & 3

CDM

environmental engineers, scientists,
planners, & management consultants

Throughout the term of this Agreement, the CONTRACTOR shall maintain insurance coverage written for not less than (i) the limits of insurance coverage corresponding to the Insurance Group (Low, Medium, or High) identified below, as determined by the COMPANY (i.e., Waste Management), in its sole discretion, or (ii) required by law, whichever is greater.

| | Insurance Group (Check Insurance Group below. If no Insurance Group is checked, Medium shall be used.) | | |
|---|---|---|---|
| Required Insurance | <input checked="" type="checkbox"/> Low | <input type="checkbox"/> Medium | <input type="checkbox"/> High |
| Employers Liability | \$1M per accident \$1M disease policy limit \$1M disease per employee | \$1M per accident \$1M disease policy limit \$1M disease per employee | \$1M per accident \$1M disease policy limit \$1M disease per employee |
| Workers Compensation | Statutory | Statutory | Statutory |
| Commercial General Liability & Umbrella Liability (including bodily injury, property damage, operations, products, and completed operations) | \$2M per occurrence \$2M aggregate | \$5M per occurrence \$5M aggregate | \$10M per occurrence \$10M aggregate |
| Automobile Liability (limits can be met with Umbrella Liability coverage) | \$1M per occurrence | \$2M per occurrence | \$5M per occurrence |
| Other Insurance Coverage (check if required) | | | |
| <input type="checkbox"/> Professional Liability/Errors & Omissions (required only where engineering, architectural, or design services are provided) | \$1M per occurrence \$2M aggregate | \$2M per occurrence \$4M aggregate | \$4M per occurrence \$8M aggregate |

Insurance Groups. COMPANY will generally determine which Insurance Group is applicable to this Agreement according to the following definitions, provided, however, nothing in this Exhibit shall preclude COMPANY from setting higher or lower coverage limits or requiring or waiving any other insurance requirement.

Low – This Group applies to smaller construction projects or construction work incidental to larger construction projects where the risk of injury, property damage, or environmental contamination is low. Examples of these projects include: small-scale road paving, grading, preparation of shallow foundations, installation of utilities, construction of truck scales, single-story building construction (other than MRFs and transfer stations), and activities incidental to these kinds of projects (e.g., HVAC installation, plumbing, interior modifications, etc.). Construction projects or services with contract value less than \$100,000 will generally be presumed to be *Low*, except where the project or services present unusually high risks.

Medium – This Group applies to construction projects or services where the risk of injury, property damage, or environmental contamination is typical of similar Waste Management construction projects. Examples include: landfill cell excavation and construction, , final cover construction, construction of transfer stations or material recovery facilities, multi-story building construction, bridgework, work in or above waterways or wetlands, installation of leachate collection systems, and installation of gas collection systems in active landfills.

High – This Group applies to construction projects or services with contract value exceeding \$1 million and construction projects involving conditions or services that present unusually high risks or significant exposure to substantial liability in the event of an accident or negligence in performing the services. Projects involving significant quantities of flammable, explosive, toxic, or other hazardous materials are presumed to fall in the *High* Insurance Group. Examples of such projects include: blasting with explosives, construction work in and around hazardous waste disposal, storage, or treatment facilities, large-scale excavation of solid or hazardous waste; asbestos abatement; and landfill gas-to-energy turbine construction.

See Additional Requirements on Page 2.

CONSTRUCTION CONTRACTOR INSURANCE REQUIREMENTS (cont.) Additional Requirements

In addition to meeting the coverage limits, CONTRACTOR's insurance coverage shall meet the following requirements:

1. General Requirements.

1.1. CONTRACTOR's insurance shall be maintained with an insurer or insurers with (i) a current A.M. Best's rating of **B+ +** or better, and (ii) a Financial Size Category of **IX** or better.

1.2. CONTRACTOR shall provide to COMPANY certificates evidencing such insurance. Such coverage and policies shall not be canceled, modified or revoked without providing COMPANY thirty (30) days advance written notice.

1.3. CONTRACTOR's insurance coverage shall be primary as respects COMPANY and any insurance or self-insurance maintained by COMPANY shall be in excess of, and shall not contribute with, CONTRACTOR's insurance.

1.4. Insurance deductibles, if any, shall not exceed the standard deductible amounts for similar insurance policies and shall be absorbed entirely by CONTRACTOR, with no contribution from COMPANY.

1.5. COMPANY may, at its option, terminate the Agreement if CONTRACTOR fails to maintain the required insurance coverage. If CONTRACTOR fails to maintain the required insurance coverage, COMPANY shall have the right, but not the obligation, to purchase the required insurance coverage at CONTRACTOR's expense.

2. Employers Liability.

2.1. Coverage shall apply to claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.

3. Workers Compensation.

3.1. Coverage shall apply to claims under workers' compensation, disability benefit and other similar employee benefits acts that are applicable to the work to be performed.

3.2. Such insurance shall be compulsory and not elective.

3.3. Coverage shall include a waiver of subrogation in favor of COMPANY.

4. Commercial General Liability & Umbrella Liability.

4.1. CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, umbrella liability (UL) insurance with policy limits as specified above. If such CGL and/or UL insurance contains a general aggregate limit, it shall apply separately to this project.

4.2. Coverage shall apply to (a) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees; (b) claims for damages insured by usual personal injury liability coverage; (c) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and (d) claims for bodily injury or property damage arising out of operations, products, and complete operations.

4.3. CONTRACTOR shall name as additional insured the COMPANY and its related or affiliated entities, parents, subsidiaries, partnerships, joint ventures, limited liability companies, and their respective directors, officers, partners, agents, employees, members, and shareholders.

4.4. Coverage shall be written on an "occurrence" basis, not a "claims made" basis.

4.5. Coverage shall include a waiver of subrogation in favor of COMPANY.

5. Automobile Liability.

5.1. CONTRACTOR shall maintain automobile liability, and, if necessary, umbrella liability (UL) insurance with policy limits as specified above.

5.2. Coverage shall apply to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

5.3. CONTRACTOR shall name as additional insured the COMPANY and its related or affiliated entities, parents, subsidiaries, partnerships, joint ventures, limited liability companies, and their respective directors, officers, partners, agents, employees, members, and shareholders.