

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
ASIAN BUSINESS ASSOCIATION FOUNDATION  
TO PROMOTE INCLUSIVE OUTREACH AND EDUCATION ACROSS BUSINESSES  
ON OUTDOOR DINING TEMPORARY POLICY CHANGES**

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**SERVICES AGREEMENT**

This Agreement is entered into by and between the City of San Diego, a municipal corporation (City), and Asian Business Association Foundation (Contractor) (collectively, the Parties) a California non-profit public benefit corporation ("Contractor") (hereinafter collectively, the "Parties"), for the provision of Economic Development Services.

**RECITALS**

A. City adopted an emergency ordinance allowing a Temporary Outdoor Business Operation Permit. The emergency ordinance expands the use of sidewalk cafes and allows pedestrian plazas with vehicular parking parameters that meet social distancing requirements to prevent the spread of COVID-19, which is a threat to public health, safety, and welfare and has had a devastating impact on local businesses by reducing the number of patrons allows in a business to comply with public health orders.

B. The Temporary Outdoor Business Operation Permit further relaxes sign permit requirements to allow for sign uses to support businesses advertising efforts. The emergency ordinance includes other fee waiver and relaxes certain permit and regulatory requirements to allow for businesses to adhere to social distancing requirements such as; allows for wholesale distribution directly to consumers; relaxes placemaking permit requirements on public property; and waives certain fees related to the City's Special Events Permits to reduce the cost for businesses to expand to outdoor areas requirements.

C. City needs inclusive outreach and education across businesses on regulatory changes associated to the Temporary Outdoor Business Operation Permit and other economic development opportunities; highlight local businesses and establishments who successfully use the program; and expand economic development in the region as further described in the Scope of Services (Services), attached hereto as Exhibit A.

D. Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services as City forces are presently unable to adequately provide the required Services, due to efforts to effectively administer the City's Small Business Relief Fund in a timely and expeditious manner.

E. City and Contractor wish to enter into an agreement whereby City will retain Contractor to provide the Services.

F. Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

G. Pursuant to SDMC section 22.3210, the Purchasing Agent has certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

## **ARTICLE 1 CONTRACTOR SERVICES**

**1.1 Scope of Services.** Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Economic Development Department (Department) is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

### **THE CITY OF SAN DIEGO**

Kevin Sullivan  
Community Development Coordinator, Economic Development Department  
1200 Third Avenue, Suite 1400  
Phone: (619) 533.5954  
E-mail: [KSullivan@sanidiego.gov](mailto:KSullivan@sanidiego.gov)

#### **Secondary Contact:**

Lydia Moreno  
Deputy Director, Economic Development Department  
1200 Third Avenue, Suite 1400  
Phone: (619) 236-6320  
E-mail: [LMoreno@sanidiego.gov](mailto:LMoreno@sanidiego.gov)

**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.4 Submittals Required with the Agreement.** Contractor is required to submit all forms and information listed in Exhibit E before this Agreement is executed.

**1.5 Wage Requirements.** This Agreement incorporates by reference City's Wage Requirements, attached hereto as Exhibit F.

## **ARTICLE 2 DURATION OF AGREEMENT**

2. **Effective Date; Term of Agreement.** Upon execution of this Agreement by the Parties and approval of this Agreement by the City Attorney in accordance with Charter Section 40, this Agreement shall be effective as of the Last Party to sign the Agreement (the "Effective Date") and shall expire on December 30, 2020. The Contractor shall have until December 30, 2020 to expend funds under this Agreement and/or return any unexpended funds to City.

## **ARTICLE 3 COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Contractor for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$45,000.00. The funds are to be distributed in equal amounts among the Contractor. Contractor may contract with up to two designated primary subcontractors for the purposes of implementing this Agreement and is responsible for direct reimbursement to subcontractor/s.

**3.2 Total Reimbursement.** Total reimbursement to be paid under this Agreement shall not under any circumstance exceed \$45,000. Contractor may be reimbursed only for those expenditures the Contract Administrator approves as reasonable and appropriate costs consistent with Contractor's activities listed for the Project's Scope of Work, provided that those expenditures are incurred by Contractor during the Term of this Agreement and are already paid for by Contractor.

3.2.1 The City shall not make any payment to Contractor if Contractor is in default of any previous City Agreement for Economic Development services.

3.2.2 Expenses requested for reimbursement that are not supported with proper documentation shall be considered ineligible expenditures.

3.2.3 Expenses requested for reimbursement that are ineligible under applicable City Council Policies or this Agreement, per Exhibit B, Project Budget, shall be considered ineligible expenditures unless approved, in writing, by the City.

3.2.4 This Agreement is for reimbursement purposes only. The City will not advance payment.

3.2.5 Each request for payment shall be made in writing to the Contract Administrator and submitted via email to [EDDPayment@sandiego.gov](mailto:EDDPayment@sandiego.gov). Each request shall consist of a completed request for Reimbursement form (to be provided by Contract Administrator) with back-up documentation consisting of proof of expense incurred and payments made in conformance with the requirements of this Agreement and the Operating Manual to the satisfaction of the Contract Administrator.

3.2.6 City shall not be responsible in any way for monetary losses of any type incurred by Contractor as a result of Contractor's implementation of the Project. Contractor agrees that the City's monetary contribution is limited to the amount provided for in this Agreement, and that the City shall not be responsible for cash costs or support services other than as provided for in this Agreement.

**3.3 Annual Appropriation of Funds.** Contractor understands and agrees that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Agreement if sufficient funds are not duly appropriated and authorized or if funds appropriated and authorized for this Contract are exhausted before the end of the Agreement term concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

#### ARTICLE 4 CONTRACT DOCUMENTS


**4.1 Contract Documents.** This Agreement, including its exhibits, constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.


**4.2 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

ASIAN BUSINESS ASSOCIATION  
FOUNDATION  
A Non-Profit Organization

CITY OF SAN DIEGO  
A Municipal Corporation

By:   
Name: Jason Paguio  
Title: President & CEO  
Date: 7/17/2020

By:   
Name: Christiana Gauger  
Interim Director  
Purchasing and Contracting  
Date: 7/17/2020

Approved as to form this 20 day of  
July, 2020.  
MARA W. ELLIOTT, City Attorney

Noah J Brazier //signed//

By: \_\_\_\_\_

Deputy City Attorney

Noah J Brazier

\_\_\_\_\_  
Print Name

## **EXHIBIT A SCOPE OF SERVICES**

### **A. OVERVIEW**

The City adopted an emergency ordinance allowing a Temporary Outdoor Business Operation Permit that: expands allowable uses of sidewalk cafes and allows pedestrian plazas in certain parking spaces to allow for social distancing needed to prevent the spread of COVID-19, which is a threat to public health, safety, and welfare and has had a devastating impact on local businesses by reducing the number of patrons allows in a business to comply with public health orders; expands allowable uses of signs to helps businesses advertise; allows for expanded wholesale distribution directly to consumers while allowing for social distancing; relaxes permit requirement for placemaking on public property to allow for increased social distancing; and waives certain fees related to Special Events Permits to lower costs for businesses expanding into outdoor areas to allow for social distancing.

### **B. REQUIREMENTS AND TASKS**

1. Goals. The overall goal is to promote inclusive outreach and education across businesses in the City on regulatory changes associated to the Temporary Outdoor Business Operation Permit and other economic development opportunities; highlight local businesses and establishments who successfully use the program; focus on disadvantaged businesses that are not affiliated to businesses organizations that may be more familiar with the regulatory environment; and expand economic development in the region.
2. Service Delivery. The Contractor shall provide businesses with community-based outreach and resources. Outreach tasks may include, but may not be limited to:
  - Disseminating presentations, newsletters, website content, and other informational materials and, whenever appropriate, translate them into Spanish, Tagalog, Japanese, Chinese, Korean, Arabic and/or other languages, as necessary;
  - Coordinating with the Development Services Department the provision of information and resources on all relevant websites, including fulfilling inquiries received;
  - Providing education and assistance through webinars and other vehicles;
  - Creating and disseminating media content to highlight policy changes, small business development resources, and businesses benefitting from the policy;
  - Conducting specialized activities that target hard-to-reach communities and disadvantaged businesses using culturally and community competent facilitators;

- Coordinating the distribution of information with community partners, community liaisons, and business organizations and service lists, including, but not limited to:

- Central San Diego Black Chamber of Commerce
- San Diego County Hispanic Chamber of Commerce
- Promise Zone Partners
- City Business Tax Certificate (BTC) for all eating, drinking, and retail establishments
- Business Improvement Districts and Associations
- Regional Chamber and Regional Economic Development Corporation
- California Restaurant Association, San Diego Chapter
- Food and Beverage Association
- LGBTQ and Ally Chamber/San Diego Equality Business Association
- City Heights Community Development Corporation
- San Diego Brewer's Guild
- Union of Pan Asian Communities
- Member based groups, including Business for Good, Black San Diego, RISE, Micro BIDs, and Chambers
- San Diego Workforce Partnership
- San Diego and Imperial Small Business Development Center

- Collect feedback on the policy and the needs of different communities.

3. Target Population and Geographic Service Area. The Contractor shall conduct citywide outreach that prioritizes eligible businesses located within the Promise Zone, Opportunity Zone, LMI Census Tract, or in areas otherwise identified by the Contractor using similar metrics that meet the intent of this priority with approval of the Contract Administrator.

4. Data Collection and Reporting Requirements. The Contractor shall establish and maintain a data collection and reporting system, in accordance to City auditing standards,

that will include, but may not be limited to, the following information:

- Statements of revenues and expenditures of all funds received and spent.
- Records consisting of all outreach and training conducted and any other documentation or materials determined by the City.
- Documents ensuring compliance with and confirming eligibility of businesses of focus.
- Records providing quantitative and qualitative data that demonstrate Agreement goals are being met.
- Follow-up with businesses to assess their experience and potential program enhancements.

4.1 Monthly Performance Report. The Contractor shall submit a monthly report to the City with at least the following information:

- Number of businesses reached,
- Number of businesses served, including businesses that reach out,
- Activities and media campaigns conducted, including statistics on their reach and effectiveness,
- Business organizations reached, and
- Revenues and expenditures for the reporting cycle.

4.2 Final Performance Report. The Contractor shall provide a final performance report on the outreach conducted for the program by January 15, 2021.

4.3 Report Deadlines. Monthly and Final Performance Reports shall be due fifteen (15) days after the end of the reporting month.

<b>Reporting Period</b>	<b>Due Date</b>
July 1 – July 31, 2020	Friday, August 14, 2020
August 1 – August 31, 2020	Tuesday, September 15, 2020
September 1 – September 30, 2020	Thursday, October 15, 2020
October 1 – October 31, 2020	Monday, November 16, 2020
November 1 – November 30, 2020	Tuesday, December 15, 2020
December 1 – December 30, 2020	Friday, January 15, 2021

The final report will be due on Friday, January 15, 2021.



## **EXHIBIT B**

### **Project Budget**

**The following expenses are NOT permitted under this Agreement:**

1. Expenses for a Program/Project that has already been completed
2. Program/Project expenses occurring before July 15, 2020, or after December 30, 2020
3. Travel or Mileage
4. Capital outlay for improvements and construction of buildings or facilities, or capital outlay for purchase of equipment
5. Religious or political activity
6. Programs in facilities not accessible to the disabled
7. Tuition assistance
8. Hospitality, e.g., alcoholic beverages, meals/refreshments or entertainment expenses
9. Lodging
10. Contributions to trusts or endowment funds, or gifts or donations
11. Profit making organizations or ventures
12. Replacement of deficit funds
13. Ticket subsidy programs
14. Penalties, fines, late fees, overdraft fees, finance fees
15. Salary bonuses
16. Organization Fundraising (e.g. galas, golf tournaments, fundraiser mailers etc.)
17. Job training or job placement activities
18. Indirect cost recovery (unless already permitted under another Agreement with the City of San Diego)

**A detailed project budget is on the next page.**

**PROJECT BUDGET July 1, 2020 to June 30, 2021**

<i>Asian Business Association Foundation</i>		
<b>6</b>	Gross Salaries/Wages	\$ -
<b>7</b>	Employer Taxes	\$ -
<b>8</b>	Benefits	\$ -
<b>9</b>	Total Personnel Expenses	\$ -
<b>10a</b>	Consultant/ Contractual 1: San Diego County Hispanic Chamber of Commerce: Outreach/PR/Advertising	\$ 15,000.00
<b>10b</b>	Consultant/ Contractual 2: Central San Diego Black Chamber of Commerce: Outreach/PR/Advertising/Media	\$ 15,000.00
<b>10c</b>	Consultant/ Contractual 3: Pac Management: Grant Administrator/Accounting/Support Services	\$ 3,000.00
<b>10d</b>	Consultant/ Contractual 4: Social Artistry LLC: Outreach/PR/Advertising/Media	\$ 10,000.00
<b>11</b>	Accounting/Audit Services	\$ -
<b>12</b>	Facility/Space Rent Expense	\$ -
<b>13</b>	Utilities	\$ -
<b>14</b>	Phone/Computer/ Internet	\$ -
<b>15</b>	Printing	\$ -
<b>16</b>	Outreach/PR/ Advertising	\$ -
<b>17</b>	Supplies Expense	\$ -
<b>18</b>	Insurance <i>(Required by City)</i>	\$ -
<b>19a</b>	Other 1: Translation Services	\$ 2,000.00
<b>20</b>	<b>Total Proposed Expenses</b>	<b>\$ 45,000.00</b>

**EXHIBIT C**  
**CITY OF SAN DIEGO'S GENERAL TERMS AND PROVISIONS**

**1. Contractor Certification of Compliance.** By signing this Agreement, the Contractor certifies that each party is aware of, and will comply with, these City-mandated clauses throughout the duration of the Agreement.

**1.1 Documentation of Expenditures; Disallowance.** The Contractor shall maintain all documentation and timely prepare and deliver reports to the Contractor in accordance with **Exhibit A**, Statement of Work. If City determines that any amount of Program Administrators' expenditures under this Agreement lacks the required documentation in any material respect within five (5) business days of making a request for such required documentation, the City shall provide notice of such determination to the Contractor. The Contractor shall have five (5) business days from the date of such notice to appeal the determination to the City, whose decision on the appeal shall be final. The Contractor shall refund such amount to the City within fifteen (15) days of the initial notice if no appeal is filed, or, if an appeal is filed within fifteen (15) days of a final determination by the City on appeal that such expenditures lack the required documentation in any material respect.

**2. Drug-Free Workplace Certification.** The Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Agreement by this reference.

**3. Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** The Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, the Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). The Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Agreement by reference. The Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

**4. Non-Discrimination Requirements.**

**4.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** The Contractor shall comply with City's EOCP Requirements. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law and shall provide equal opportunity in all employment practices. Prime contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

**4.2 Non-Discrimination Ordinance.** The Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, or other sanctions. The Contractor shall ensure that this language is included in contracts with any subcontractors, vendors and suppliers.

**4.3 Compliance Investigations.** Upon City's request, the Contractor agrees to provide to City, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.

**5. Equal Benefits Ordinance Certification.** Unless an exception applies, the Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Agreement.

**6. Contractor Standards.** The Contractor shall comply with Contractor Standards provisions codified in the SDMC. The Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.

**7. Noise Abatement.** The Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**8. Storm Water Pollution Prevention Program.** The Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

The Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

The Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9. Service Worker Retention Ordinance.** If applicable, the Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**10. Product Endorsement.** The Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**11. Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a contract is executed.

**12. Equal Pay Ordinance.** Unless an exception applies, the Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. The Contractor shall certify in writing that it will comply with the requirements of the EPO.

**12.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of the Contractor to the same extent as it would apply to the Contractor. If subject to the Equal Pay Ordinance, the Contractor shall require all of their subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

**13. Conflict of Interest Laws.** The Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. The City may determine that the Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, the Contractor shall submit the necessary documents to City.

**14. Employment of City Staff.** City shall have the right to unilaterally and immediately terminate this Agreement if the Contractor employs an individual, who, within twelve (12) months immediately preceding such employment, did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the selection of the Contractor and entry into this Agreement.

**15. Insurance.** Contractor shall deliver to City, and shall ensure that each Subcontractor delivers to City, a current certificate of insurance with attached policy endorsements for:

**15.1** Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000), with defense costs outside the limits of the policy;

**15.2** Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Agreement. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and

**15.3** Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor's employees who are subject to this Agreement, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).

**15.4 Additional Insureds.** Pursuant to a separate endorsement, "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.

**15.5 Primary & Non-Contributory.** Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or self-insurance maintained by City.

**15.6 Qualified Insurer(s).** All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

**15.7 Deductibles/Retentions.** All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Contractor, and must be disclosed and acceptable to City at the time evidence of insurance is provided.

**15.8 Continuity of Coverage.** All policies shall be effective as of the Effective Date. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Contractor shall provide proof of continuing insurance at least annually during the term of this Agreement. If insurance lapses or is discontinued for any reason, Contractor shall immediately notify City and obtain replacement insurance as soon as possible.

**15.9 Modification.** To assure protection from and against the kind and extent of risk existing with the Project, City, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving Contractor thirty (30) days prior written notice. Contractor shall also obtain any additional insurance required by City for changed circumstances or City's reasonable re-evaluation of risk levels related to the Project.

**15.10 Accident Reports.** Contractor shall immediately report to City any accident causing property damage or injury to persons and related to the Project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

**15.11 Causes of Loss - Special Form Property Insurance.** Contractor shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of Contractor's insurable property related to the Project in an amount to cover 100 percent (100%) of the replacement cost. Contractor shall deliver to City a certificate of such insurance.

**15.12 Subcontractors' Insurance.** Contractor shall ensure that each Subcontractor complies with the insurance provisions of this Agreement as if the Subcontractor were Contractor. Contractor and each Subcontractor shall be individually responsible for obtaining and maintaining their own insurance.

**16. Indemnification.** To the fullest extent permitted by law, Contractor shall protect, defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its elected officials, officers, representatives, agents and employees ("Indemnified Parties") from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any performance of services under this Agreement by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**17. Confidentiality.** All confidential information provided by the City shall be used by the Contractor solely for the purposes of rendering services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the City. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available.

## **EXHIBIT D WAGE REQUIREMENTS**

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors be found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.



**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**EXHIBIT E**  
**REIMBURSEMENT PROCEDURES AND CHECKLIST**

Requests for Reimbursement should include the documentation below, to be provided in the same order as listed in on the Expenditure Report and emailed to [EDDPayments@sandiego.gov](mailto:EDDPayments@sandiego.gov). Per City Policy, payment will be issued 30 days from the time of reimbursement submittal.

<b>CHECKLIST</b>		
<b>Document</b>	<b>Source</b>	<b>Included</b>
Cover Letter - Excel form (Request for Reimbursement (RFR))	Template Provided	
Expenditure reports (RFR Personnel Details, RFR Details)	Template Provided	
Bank Statement(s) or Cleared Checks	Organization	
Back Up for Each Expense	Organization	
Performance Reporting (Quarterly or Final using provided forms)	Template Provided	

**Request for Reimbursement Form**

Required with each submittal (summarizes the expenses requested to be reimbursed).

**Expenditure Report(s)**

List all checks/expenses being submitted for reimbursement using form(s) and may be required to be grouped into sub-reports by type of expenses.

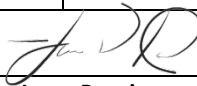
**Banks Statements/Cleared Check Copies**

Include all pages.

**One Copy of the Invoice and Check(s)**

Submit only invoices/checks that are being claimed.

**EXHIBIT F**  
**CITY REQUIRED FORMS**

REQUIRED DOCUMENTS		
1.	a.	Consultant Services-Subconsultant/Subcontractor Form and Agreement(s) (if budgeted)
	b.	Procurement Documentation for Consultant Services (e.g. Signed Quote or Invoice, if budgeted)
2.	W9 Form-Request for Taxpayer ID No & Certification & Remittance Address	
3.	<i>Entity Status and Tax Exemption, if applicable</i>	
	a.	Certificate of Standing-CA Business Entity
	b.	Federal Tax Exemption Letter
	c.	State Tax Exemption Letter
	d.	State Charity Research Tool (501(c)(3) only)
	e.	Federal Debarment check
	f.	State Debarment check
4.	Work Force Report (501(c)(3) Exempt)	
5.	<i>Insurance</i>	
	a.	Certificate of Commercial General Liability Insurance <b>Expires: 10/12/20</b>
	b.	Endorsement for Additionally Insured
	c.	Endorsement that the policy is primary and non-contributory
6.	a.	Certificate of Automobile Liability Insurance <b>Expires: 10/12/20</b>
	b.	Endorsement for Additionally Insured
	c.	Endorsement that the policy is primary and non-contributory
	d.	Auto Declaration Form (if no "Any Auto" coverage)
7.	a.	Certificate of Workers Comp Liability Insurance <b>Expires: 8/1/20</b>
	& b.	Waiver of Subrogation document
8.	Designated Signer(s) and Agency Staff	
9.	<i>Living Wage Ordinance</i>	
	a.	Certification
	OR b.	Exemption
	c.	Living Wage Ordinance does not apply to this agency and/or Agreement, based on the information listed within the SDMC Sections 22.4225 and 22.4215 <b>(No Exemption Required).</b>
10.	<i>Board of Directors</i>	
	a.	Current Roster
	b.	Resolution or Letter Approving Funding/Agreement (Board Minutes and/or Letter)
<b>Signature:</b> 		
<b>Name:</b> Jason Paguio		
<b>Title:</b> President & CEO		
<b>Date:</b> 7/16/2020		

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Temporary Outdoor Business Operation Permit Outreach

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**B. BIDDER/PROPOSER INFORMATION:**

Asian Business Association San Diego

Legal Name	San Diego	DBA	
7675 Dagget St Ste 340	City	CA	92111
Street Address	City	State	Zip
Jason Paguio, President & CEO	(619) 382-8293		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Jason Paguio	President & CEO
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Rozanna Zane	Administrator
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?

☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

☒ Yes ☐ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 06/15/1992 State of incorporation: CA

List corporation's current officers:

President:	<u>Jeni Burgess</u>
Vice Pres:	<u>Robert Ito, Yen Tu</u>
Secretary:	<u>Gemma Blain</u>
Treasurer:	<u>Kent Lee</u>

Type of corporation: C ☒ Subchapter S ☐

Is the corporation authorized to do business in California: ☒ **Yes** ☐ **No**

If **Yes**, after what date: 06/15/1992

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

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Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☒ No

If **Yes**, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

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☐ **Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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☐ **Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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☐ **Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ **Yes** ☒ **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Union Bank

Point of Contact: Frank Robinson

Address: 7770 Clairemont Mesa Blvd, San Diego, CA 92111

Phone Number: (858) 569-2300

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City



a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: 2010032468 Year Issued: 2010

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego and Imperial Small Business Development Center Network

Contact Name and Phone Number: Daniel Fitzgerald (760) 455-9456  
Contact Email: dfitzgerald@swccd.edu  
Address: 880 National City Blvd., National City CA 91950  
Contract Date: April 1, 2020  
Contract Amount: \$ 50,000.00  
Requirements of Contract: Assisting small businesses recover from the Covid-19 pandemic

Company Name: US Small Business Administration  
Contact Name and Phone Number: Cynthia Harris  
Contact Email: cynthia.harris@sba.gov  
Address: 550 West C Street, Suite 550 San Diego, CA 92101  
Contract Date: October 1, 2019  
Contract Amount: \$ 50,000.00  
Requirements of Contract: Small Business Development Center  
Company Name: Governor's Office of Business & Economic Development (Go-Biz)  
Contact Name and Phone Number: Isabella Guzman  
Contact Email: isabel.guzman@gobiz.ca.gov  
Address: 1325 J Street, Suite 1800 Sacramento, CA 95818  
Contract Date: October 1, 2019  
Contract Amount: \$ 100,000.00  
Requirements of Contract: Technical Assistance Expansion Program

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☒ No

If **Yes**, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☒ Yes ☐ No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

#### J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ Yes ☒ No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

## K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

## L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

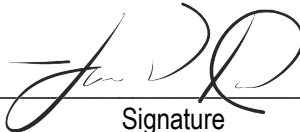
I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

**Jason Paguio**

Name and Title



Signature

**7/6/2020**

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jason Paguio, President & CEO

\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Signature

7/17/2020

\_\_\_\_\_  
Date

**FISCAL YEAR 2021**

**SUBCONSULTANT/SUBCONTRACTORS LIST**

**AGENCY:**

Asian Business Association Foundation

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**Information Regarding Subconsultant/Subcontractor Participation:**

Prime Contractor shall include name and complete address of all Subconsultant/Subcontractors who will receive more than one-half of one percent (0.5%) of the contract amount or in excess of \$10,000.

Proposer shall also submit Subconsultant/Subcontractors commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subconsultant/Subcontractors shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City of San Diego approval.

SUBCONSULTANT/ SUBCONTRACTORS NAME AND ADDRESS	SCOPE OF WORK DESCRIPTION	% OF CONTRACT TO BE COMPLETED	DOLLAR AMOUNT OF CONTRACT	MBE/WBE/ DBE/DVBE /OBE	WHERE CERTIFIED
San Diego County Hispanic Chamber of Commerce - 404 Euclid Ave #271b, San Diego, CA 92114	Outreach/PR/Advertising/ Media	33%	\$15,000.00		
Central San Diego Black Chamber of Commerce - 404 Euclid Ave Ste 383, San Diego, CA 92114	Outreach/PR/Advertising/ Media	33%	\$15,000.00		
Pac Management - 14252 Mediatrice Lane San Diego, CA 92129	Grant Administrator/Accounting/Support Services	7%	\$3,000.00		
Social Artistry LLC 10606 Camino Ruiz Ste 8 #108 San Diego CA 92126	Outreach/PR/Advertising/Media	23%	\$10,000.00		





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Central San Diego Black Chamber of Commerce  
404 Euclid Ave #383  
San Diego CA 92114  
(619)269-9400

July 15, 2020

Re: Subconsultant Acknowledgement  
Project: OUTDOOR DINING POLICY – OUTREACH

To whom it may concern,

This letter is to accept and acknowledge The Central San Diego Black Chamber of Commerce commitment to the OUTDOOR DINING POLICY – OUTREACH project.

Central San Diego Black Chamber of Commerce confirms the scope of work listed on the Subconsultant/Subcontractors List to be correct and may include the following services: outreach, public relations, advertising and media.

Central San Diego Black Chamber of Commerce will be responsible for a minimum of 33.3% percent of participation in the above stated project.

Thank you for this opportunity to serve,

Donna Deberry

A handwritten signature in black ink that reads "Donna DeBerry". The signature is written in a cursive, flowing style.



July 15, 2020

Asian Business Association Foundation  
7675 Dagget Street Ste 340  
San Diego CA 92111

Re: Subconsultant Acknowledgement  
Project: OUTDOOR DINING POLICY – OUTREACH

To whom it may concern,

This letter is to accept and acknowledge San Diego County Hispanic Chamber of Commerce, commitment to the Asian Business Association Foundation and the OUTDOOR DINING POLICY – OUTREACH project.

San Diego County Hispanic Chamber of Commerce confirms the scope of work listed on the Subconsultant/Subcontractors List to be correct and may include the following services:  
outreach, public relations, advertising and media.

San Diego County Hispanic Chamber of Commerce will be responsible for a minimum of 33.3% percent of participation in the above stated project.

Thank you for this opportunity to serve,

A handwritten signature in black ink, appearing to read "Iris Garica".

Iris Garica  
Chairwoman of SDCHCC

Asian Business Association Foundation  
7675 Dagget Street Ste 340  
San Diego CA 92111

Re: Subconsultant Acknowledgement  
Project: OUTDOOR DINING POLICY – OUTREACH

To whom it may concern,

This letter is to accept and acknowledge PAC Management & Consulting, Inc.'s commitment to the Asian Business Association Foundation and the OUTDOOR DINING POLICY – OUTREACH project.

PAC Management & Consulting Inc. confirms the scope of work listed on the Subconsultant/Subcontractors List to be correct and may include the following services: grant administration, accounting and reporting and support services.

Pac Management will be responsible for a minimum of 6.7% percent of participation in the above stated project.

Thank you for this opportunity to serve,

Rozanna Zane

Principal



Asian Business Association Foundation  
7675 Dagget Street Ste 340  
San Diego CA 92111

Re: Subconsultant Acknowledgement  
Project: OUTDOOR DINING POLICY – OUTREACH

To whom it may concern,

This letter is to accept and acknowledge Social Artistry LLC's commitment to the Asian Business Association Foundation and the OUTDOOR DINING POLICY – OUTREACH project.

Social Artistry LLC confirms the scope of work listed on the Subconsultant/  
Subcontractors List to be correct and may include the following services:  
outreach, public relations, advertising and media.

Social Artistry LLC will be responsible for a minimum of 22.2% percent of participation in the above stated project.

Thank you for this opportunity to serve,

A handwritten signature in black ink that reads "Lauren Garces". The signature is fluid and cursive, with the first and last names clearly legible.

Lauren Garces  
Principal

San Diego County Hispanic Chamber of Commerce

404 Euclid Ave. #271B

San Diego, CA 92114

# Invoice

Date	Invoice #
7/16/2020	321

Bill To
Asian Business Association Foundation



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	San Diego County Hispanic Chamber of Commerce confirms the scope of work listed on the Subconsultant/Subcontractors list to be correct and may include the following services: * Outreach * Public Relations * Advertising * Media	15,000.00	15,000.00
		<b>Total</b>	\$15,000.00
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$15,000.00



Central San Diego Black Chambers of Commerce  
404 Euclid Ave. #383  
San Diego, CA 92114

July 17, 2020

Invoice

To  
Asian Business Association  
7675 Dagger St., ste 340  
San Diego, CA 92111  
Attn: Jason Paguio



Date	Description	Total
July 17, 2020	Outreach for Outdoor Dining Subcontract with City of San Diego	\$15,000
Total Due		\$15,000

Thank you for your business!



**Social Artistry LLC**

10606 Camino Ruiz Ste 8 #108  
San Diego, CA 92126

**INVOICE 001**

**JULY 20, 2020**  
**PAYMENT TERMS: DUE ON RECEIPT**

**BILL TO:**

Asian Business Association Foundation  
7675 Dagget Street, Suite 340  
San Diego, CA 92111

**FOR:**

City of San Diego - Outdoor Dining Policy Outreach Initiative

DESCRIPTION	AMOUNT
ABASD SBDC – City of San Diego Outdoor Dining Policy Outreach Initiative	\$10,000.00
– Strategy Analysis & Development	
– Outreach	
– Public Relations	
– Advertising & Media Creation	
<b>BALANCE DUE</b>	<b>\$10,000.00</b>

Pac Management & Consulting, Inc.  
14252 Mediatrice Ln  
San Diego, CA 92129 US  
rzane@affairz-consulting.com  
www.pac-consulting.com

## Invoice

**BILL TO**

Asian Business Association San  
Diego  
7675 Daggert St Ste 340  
San Diego, CA 92111

**SHIP TO**

Asian Business Association San  
Diego  
7675 Daggert St Ste 340  
San Diego, CA 92111

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2806	07/15/2020	\$3,000.00	09/13/2020	Net 60	

ACTIVITY	QTY	RATE	AMOUNT
<b>700</b> City of San Diego: OUTDOOR DINING POLICY - OUTREACH: Grant Administrator/Accounting/Support Services	1	3,000.00	3,000.00

BALANCE DUE

**\$3,000.00**



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Asian Business Association Foundation**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

**Non Profit 501c(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**7675 Dagget Street Ste 340**

6 City, state, and ZIP code

**San Diego CA 92111**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

### Employer identification number

3	3	-	0	9	1	6	0	1	1
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 5/20/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, July 14, 2020. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C2280862 ASIAN BUSINESS ASSOCIATION FOUNDATION

**Registration Date:** 02/02/2001  
**Jurisdiction:** CALIFORNIA  
**Entity Type:** DOMESTIC NONPROFIT  
**Status:** ACTIVE  
**Agent for Service of Process:** WENDY URUSHIMA-CONN  
7675 DAGGET STREET, SUITE 340  
SAN DIEGO CA 92111  
**Entity Address:** 7675 DAGGET STREET, SUITE 340  
SAN DIEGO CA 92111  
**Entity Mailing Address:** 7675 DAGGET STREET, SUITE 340  
SAN DIEGO CA 92111

 [Certificate of Status](#)

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of February.

Document Type	File Date	PDF
SI-COMPLETE	12/04/2018	
SI-COMPLETE	11/29/2016	
AMENDMENT	01/04/2013	
REGISTRATION	02/02/2001	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUN 19 2002

ASIAN BUSINESS ASSOCIATION  
FOUNDATION  
1250 SIXTH AVE STE 904  
SAN DIEGO, CA 92101

Employer Identification Number:  
33-0916011  
DLN:  
17053119042022  
Contact Person:  
ZENIA LUK ID# 31522  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
509(a)(1)  
Advance Ruling Period Begins:  
February 2, 2001  
Advance Ruling Period Ends:  
December 31, 2005  
Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

## ASIAN BUSINESS ASSOCIATION

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period.

ASIAN BUSINESS ASSOCIATION

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories

Letter 1045 (DO/CG)

ASIAN BUSINESS ASSOCIATION

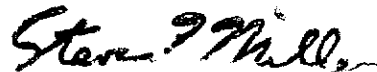
showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "Steven T. Miller".

Steven T. Miller  
Director, Exempt Organizations

Enclosure(s):  
Form 872-C



STATE OF CALIFORNIA  
**FRANCHISE TAX BOARD**  
PO BOX 942857  
SACRAMENTO CA 94257-0540

## Entity Status Letter

Date: 7/15/2020

ESL ID: 3678774356

### Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 2280862

Entity Name: ASIAN BUSINESS ASSOCIATION FOUNDATION

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on \_\_\_\_\_ through the Franchise Tax Board Administrative Dissolution process.

### Important Information

This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.

If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).

The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

### Connect With Us

Web: [ftb.ca.gov](http://ftb.ca.gov)

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays  
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

2280862

**ARTICLES OF INCORPORATION**  
**OF**  
**Asian Business Association Foundation**

**FILED**  
In the Office of the Secretary of State  
of the State of California

FEB 02 2001

*Bill Jones*

**BILL JONES, Secretary of State**

**I**

The name of the corporation is:

Asian Business Association Foundation

**II**

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

The specific purpose of this corporation is to develop future leaders for public service, award scholarships and any other legal activity.

**III**

The name and address in the State of California of this corporation's initial agent for service of process is:

**JERRY L. HARRIS**  
4484 Narragansett Ave.  
San Diego, California 92107

**IV**

This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.


**V**

The property of this corporation is irrevocably dedicated to charitable purposes and




no part of the net income or assets of this corporation shall ever inure to the benefit of any director or officer thereof or to the benefit of any private person. Upon dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

Dated: 8-20-00

  
JERRY L. HARRIS, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

  
JERRY L. HARRIS



## Entity Search Summary

The following Entity was found. Please click on the 'Generate Letter' button to produce the Entity Status Letter for this entity.

Entity ID: **2280862**

Entity Name: **ASIAN BUSINESS ASSOCIATION FOUNDATION**

Address: **7675 DAGGET ST STE 340 SAN DIEGO, CA 92111-2260**

Entity Status: **REVIVED**

Exempt Status: **EXEMPT**

Generate Letter

Back

[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)  
[Login.gov FAQs](#)

- ⚠️ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 07/18/2020 from 8:00 AM to 10:00 PM
- ⚠️ ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Search Results

Current Search Terms: asian business association\*

Total records:0

Result Page:

Sort by Relevance Order by Descending

Save PDF Export Results Print

Your search for asian business association\* returned the following results...

No records found.

Result Page:

Save PDF Export Results Print



IBM-P-20200626-1452  
WWW3

- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



State of California

Department of  
Industrial Relations

## DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the “Period of Debarment” for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

Name of contractor	Period of debarment
<b>Avi Shechter, Individually</b> <b>DBA Avi Shechter</b>  CSLB Number: 908891 and 1018353	<b>5/6/2019 through 5/5/2021</b> <a href="#">Decision LB 6328</a>
<b>Patrick Kim, Individually</b> <b>DBA Ritecon Plumbing</b>  CSLB Number: 991018	<b>8/21/2018 through 8/20/2021</b> <a href="#">Decision LB 6762</a>
<b>Bighorn Construction, Inc.</b>  CSLB Number: 597866	<b>5/5/2018 through 5/4/2021</b> <a href="#">Decision LB 6658</a>
<b>Doug Parks, Individually dba</b>	<b>10/11/2017 through 10/10/2021</b>

<b>Doug Parks and Son Plumbing</b>  CSLB Number: 411825	<a href="#">Decision SC 5807</a>
<b>Worthington Construction, Inc.;</b> <b>Dale Worthington, an individual and CEO/RMO of</b> <b>Worthington Construction, Inc.; and,</b> <b>Holi Jeanne Worthington, an individual and Officer of</b> <b>Worthington Construction</b>  CSLB Number: 714836	<b>6/15/2018 through 9/16/20</b> <a href="#">Decision LB 5267</a>
<b>RMV Construction, Inc., A California Corporation; and Robert</b> <b>Michael Vasil II a.k.a. Robert Michael Vasil a.k.a.</b> <b>Mike Vasil, an Individual and CEO/RMO President of RMV</b> <b>Construction, Inc.</b>  CSLB Number: 892389	<b>4/1/2017 through 8/18/201</b> <a href="#">Decision LB 5266</a>
<b>Gewargis Youkhanis Narso, an individual dba</b> <b>GEHVAC and Technologies, a sole proprietorship,</b> <b>And GEHVAC Co., a sole proprietorship</b>  CSLB Number: 899312 and 1013848	<b>2/1/2017 through 1/31/202</b> <a href="#">Decision 40-48480-516</a>
<b>Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and</b> <b>as CEO</b>  CSLB Number: 849169	<b>4/3/2018 through 10/3/201</b> <a href="#">Decision SC 6390</a>
<b>Dave Cook Concrete Construction, Inc., and David William</b> <b>Cook</b> 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189  CSLB Number: 461897	<b>3/1/2017 through 2/29/202</b> <a href="#">Decision LB 6207</a>

<b>Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual</b> P.O. Box 16599 Beverly Hills, CA 90209-2599  CSLB Number: 827829	<b>05/12/17 through 05/11/21</b> <a href="#">Decision SC 5517</a> .....
<b>Evans Roofing Co., Inc.</b> 2020 South Yale Street Santa Ana, CA 92706  CSLB Number: 610549	<b>10/31/16 through 10/30/17</b> <a href="#">Decision LB 6270</a> .....
<b>Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing</b> Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812  2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	<b>05/14/17 through 05/13/21</b> <a href="#">Decision SC 6037</a> .....
<b>Del Norte Construction, And Trinidad Manuel Canales, an Individual</b> PO Box 5101 Oxnard, CA 93030  5020 Wooley Rd. Oxnard, CA 93030  CSLB Number: #945723	<b>6/01/16 through 5/31/17</b> <a href="#">Decision LB 5533</a> .....
<b>Diversified Building &amp; Electric Company, Inc.</b> 409 Tennant Station Morgan Hill, CA 95037	<b>2/15/16 through 8/15/17</b> <a href="#">Decision SC 5714</a> .....

<p><b>Denis Andrew Maris</b>, Individually and Doing Business as <b>Diversified Electric Company</b></p> <p>CSLB Number: #765312</p>	
<p><b>Fast Demolition, Inc.</b> 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729</p> <p><b>Rogelio Medina Vazquez.</b>, an individual and in his capacity as Responsible Managing Officer of <b>FAST DEMOLITION, INC.</b></p>	<p><b>4/1/44 through 3/31/47</b> <a href="#">Decision LB5742</a></p> <p><b>4/1/41 through 3/31/44</b> <a href="#">Decision LB5665</a></p> <p><b>4/1/36 through 3/31/39</b> <a href="#">Decision LB5740</a></p> <p><b>4/1/33 through 3/31/37</b> <a href="#">Decision LB5651</a></p> <p><b>4/1/33 through 3/31/37</b> <a href="#">Decision LB5739</a></p> <p><b>4/1/24 through 3/31/27</b> <a href="#">Decision LB5741</a></p> <p><b>4/1/30 through 3/31/33</b> <a href="#">Decision LB5743</a></p> <p><b>4/1/27 through 3/31/30</b> <a href="#">Decision LB5666</a></p> <p><b>4/1/21 through 3/31/24</b> <a href="#">Decision LB5667</a></p> <p><b>4/1/18 through 3/31/21</b> <a href="#">Decision LB5668</a></p> <p><b>4/01/15 through 3/31/18</b> <a href="#">Decision LB5345</a></p>
<p><b>Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III,</b> <b>Individually And dba Amerivet Plumbing Services</b> CSLB Number: #969048 and #919761</p>	<p><b>8/6/15 through 8/5/18</b> <a href="#">Decision SC 5756</a></p>

<b>Ultimate Inc., And, Enrique Vera, an Individual</b> PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	<b>12/1/15 through 11/30/18</b> <a href="#">Decision LB 5655 &amp; LBS659</a>
<b>Travioli Construction, Inc.</b> PO Box 231 Visalia, CA 93274 CSLB Number: #936832	<b>9/11/15 through 3/10/17</b> <a href="#">Decision SC 5800</a>
<b>Integrity Sheet Metal, Inc.</b> 319 McArthur Way Upland, CA 91786 CSLB #726770  <b>William Ben Hicks, an individual;</b> <b>Margaret Mary Hicks, an individual</b>	<b>2/01/15 through 1/31/18</b> <a href="#">Decision LB 5596</a>
<b>L A Builders, Inc., a California Corporation</b> 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591  <b>Alon Gamliel, an individual</b>	<b>2/01/15 through 1/31/18</b> <a href="#">Decision LB5 171</a>
<b>USA Wall Systems, Inc.</b> 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610  <b>Edward Eugene Brammer, an individual</b> <b>and in his capacity as President/CEO/RMO</b>	<b>4/01/15 through 3/31/18</b> <a href="#">Decision LB 5323</a>
<b>Daughter Construction</b> <b>formerly dba Hy Carpentry Construction</b> 15407 Thornlake Avenue Norwalk, CA 90650	<b>4/01/15 through 3/31/18</b> <a href="#">Decision LB 5466, LB5467, LB5468, LB5469, LB5470, LB5471, LB5472, LB5473, LB5474, LB5475, LB5476, LB5477, LB5478, LB5479, LB5480, LB5481, LB5482, LB5483, LB5484, LB5485, LB5486, LB5487, LB5488, LB5489, LB5490, LB5491, LB5492, LB5493, LB5494, LB5495, LB5496, LB5497, LB5498, LB5499, LB5500, LB5501, LB5502, LB5503, LB5504, LB5505, LB5506, LB5507, LB5508, LB5509, LB5510, LB5511, LB5512, LB5513, LB5514, LB5515, LB5516, LB5517, LB5518, LB5519, LB5520</a>



<p>CSLB #979297</p> <p><b>Sharon Jin Yoo</b>, an individual;  <b>Dae Hyun Yoo</b>, an individual  and in his capacity as manager/supervisor for Sharon Jin Yoo  and in his capacity as General Partner for HY Construction, a  General Partnership.</p>	
<p><b>RDA Construction, Inc.</b>  1692 W. Bullard Ave.,  Fresno, CA 93711  CSLB# 383306</p>	<p><b>12/15/14 through 12/14/15</b>  <a href="#">Decision 40-40508-522 &amp; 44-40508-522</a></p>
<p><b>Titan Electrical Construction, Inc.</b>  Lucas Oliver Stickney, an individual  Jamie Noel Furr, an individual  630 Natoma Street  San Francisco, CA 94103  CSLB# 919516</p>	<p><b>11/3/14 through 11/2/17</b>  <a href="#">Decision SC 5539</a></p>
<p><b>Ramos Painting</b>  Carlos Ray Ramos, an individual  P.O. Box 3871  Paso Robles, CA 93447  CSLB# 753575</p>	<p><b>11/3/14 through 11/2/15</b>  <a href="#">Decision SC 5518</a></p>
<p><b>Dick Emard Electric.</b>  dba Emard Electric Luke Richard Emard, an individual and RMO  5930 Key Court, Suite A  Loomis, CA 95650  CSLB# 794007</p>	<p><b>11/3/14 thorough 11/2/17</b>  <a href="#">Decision SC 5521</a></p>
<p><b>Nixon Electric</b>  Gordon Fulton Nixon, an individual  5624 Faust Ave.  Woodland Hills, CA 91367  CSLB# 796802</p>	<p><b>8/1/14 through 7/31/17</b>  <a href="#">Decision LB 4495</a></p>

<b>Neris General Contractors, a California Corporation</b> Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	<b>2/28/14 through 2/27/17</b> <a href="#">Decision LB 4511, LB4512 &amp; LB4</a>
<b>Southland Construction</b> Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	<b>10/14/14 through 10/13/17</b> <a href="#">Decision SAC 5492</a>
<b>National Drywall Corporation, A Dissolved California Corporation</b> 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335  <b>Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President</b>  <b>Dora Maria Contreras, an Individual and Agent/Officer of the Corporation</b>	<b>8/4/14 through 8/3/17</b> <a href="#">Decision SAC 5506</a>
<b>Tadros &amp; Youssef Construction, Inc.</b> <b>Kamel Shaker Tadros &amp; Makram Youssef Youssef, Individually</b> 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	<b>5/10/14 through 5/9/17</b> <a href="#">Decision SAC 5308</a>
<b>Serenity Fire Protection</b> 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	<b>5/1/14 through 4/30/17</b> <a href="#">Decision LB 4202</a>
<b>Don Kelly Construction , Inc.</b>	<b>3/25/14 through 3/24/17</b>

<b>Don Kelly, Individual and Lisa Kelly, Individual</b> 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	<a href="#">Decision LB 4484</a>
<b>Aldan, Inc.</b> P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 <a href="#">Decision LB5175</a>
<b>Russell/Thompson, Inc.</b> <b>James Jean Russell &amp; Valery Alena Thompson, Individually</b> 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/14 <a href="#">Decision SC 5309</a>
<b>Ayodejia A. Ogundare, Individual</b> <b>Db a Pacific Engineering Company</b> 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 <a href="#">Decision SAC 1039</a>
<b>Wallcrete Industries, Inc.; Garit David</b> <b>Wallace and Amber Anderson, Individuals</b> 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 <a href="#">Decision SAC 5175</a>
<b>FEI Enterprises, Inc</b> <b>Gabriel Fedida, Individual</b> 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 <a href="#">Decision SC 5198</a>
<b>Jeffrey Alan Mott and Michelle Mott, individuals</b> <b>Dda Integrity Landscape</b> 3756 Independence Avenue Sanger, CA 93637	3/29/12 through 3/28/15 <a href="#">Decision SC 5160</a>

CSLB#774222	
<b>Jensen Drywall &amp; Stucco</b> <b>Jeffrey E. Jensen</b> 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	<b>3/31/11 through 3/30/13</b> <a href="#">Decision SC 5095</a>
<b>All West Construction, Inc.</b> <b>Donald Kent Russell</b> 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	<b>3/31/11 through 3/30/13</b> <a href="#">Decision se 5013</a>
<b>Country Builders, Inc.</b> <b>Weldon Offill, individually</b> 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	<b>3/1/11 through 2/28/14</b> <a href="#">Decision SC 5053</a> <a href="#">Addendum SC 5053</a>
<b>Sutter Foam &amp; Coating, Inc.</b> 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)  <b>David Alvin Trexler, an individual</b> 909 A. George Washington Yuba City, CA 95993  <b>Kenneth A. Trexler, an individual</b> 2603 Lago Lane Marysville, CA 95901	<b>7/1/10 through 6/30/13</b> <a href="#">Decision SAC 5012</a>
<b>Soo Dong Kim, an individual,</b> <b>dba Soo Kim Electric Company</b> 16224 Ridgeview Lane La Mirada, CA 90638	<b>4/19/10 through 4/18/13</b> <a href="#">Decision SAC 1064</a>

<p>CSB # 568103 Exp. 8/1/09 (inactive)</p> <p><b>Hyo Nam Jung, an individual,</b>  <b>dba Lucid Electric</b>  18621 Well Street  Rowland Heights, CA 91748  CSB # 914692 Exp. 4/3/10</p>	
<p><b>Southwest Grading,</b>  <b>dba Southwest Grading Services, Inc.,</b>  22031 Waite Street  Wildomar, CA 92595</p> <p><b>David Walter Cholewinski, an individual</b>  22031 Waite Street  Wildomar, A 92595  29970 Technology Drive, Ste. 205  Murrieta, CA 92563  CSB #840416 Exp. 6/30/10</p>	<p><b>3/18/10 through 3/17/13</b>  <a href="#">Decision SAC 1058</a></p>
<p><b>S.J. Cimino Electric, Inc., a California corporation,</b>  3267 Dutton Ave.  Santa Rosa, CA 95404  <b>Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual</b>  5825 Heights Rd.  Santa Rosa, CA 95401  CSB #343802 Exp. 2/28/10  CSB #294141 Exp. 9/30/13 (inactive)</p>	<p><b>10/15/09 through 10/14/13</b>  <a href="#">Decision SAC 1052</a></p>
<p><b>Cedar Development Corporation</b>  <b>Serghon Gabriel Afram, individually</b>  12477 Feather Dr  Mira Loma, CA 91752  CSB # 839898 Exp. 6/30/10 (suspended)</p>	<p><b>8/5/09 through 8/4/12</b>  <a href="#">Decision SAC 1042</a></p>
<p><b>All Floors Commercial and Residential Flooring, Inc.</b></p>	<p><b>5/14/09 through 5/13/12</b></p>

<b>Salvador Elias Perea, individually</b> 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	<a href="#">Decision SAC 1040</a> .....
<b>1-AMD Construction, Inc.</b> <b>Alberto Mordoki, individually</b> <b>Mirella Mordoki, individually</b> 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	<b>3/16/09 through 3/15/12</b> <a href="#">Decision SAC1037</a> .....

August 2019

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED**

**CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☒ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Asian Business Association Foundation / 501 (c) 3 EXEMPT

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

- ☐ One San Diego County (or Most Local County) Work Force - Mandatory  
☐ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of \_\_\_\_\_

(Firm Name)

\_\_\_\_\_, \_\_\_\_\_ hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20.\_\_\_\_

(Authorized Signature)

(Print Authorized Signature Name)



ASIABUS-01

ORDLI1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2019

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

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

<b>PRODUCER</b> License # 0L48969 <b>C3 Risk &amp; Insurance Services</b> 404 Camino Del Rio S. STE 410 San Diego, CA 92108	<b>CONTACT NAME:</b> Lilly Ordonez <b>PHONE (A/C, No, Ext):</b> (619) 380-5587 109 <b>FAX (A/C, No):</b> (619) 864-7106 <b>E-MAIL ADDRESS:</b> lilly@c3insurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Sentinel Insurance Co. Limited <b>INSURER B:</b> Hartford <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 11000 29424

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		72SBATV3528	10/12/2019	10/12/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		72SBATV3528	10/12/2019	10/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WECAB5402	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of San Diego, its respective elected officials, officers, employees, agents and representatives are named as Additional Insured per written contract form IH 12 00 11 85 on a primary basis per form SS 00 08 04 05 (page 17 of 24) Waiver of Subrogation applies to Workers Compensation per endorsement WC040306

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of San Diego Purchasing &amp; Contracting Department</b> 1200 Third Avenue, Suite 200 San Diego, CA 92101-4195	<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.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 72 WEC AB5402

**Endorsement Number:**

**Effective Date:** 08/01/19

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ASIAN BUSINESS ASSOCIATION

7675 DAGGET ST STE 340  
SAN DIEGO CA 92111

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 5 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

CITY OF SAN DIEGO ITS RESPECTIVE ELECTED  
OFFICIALS, OFFICERS, EMPLOYEES AGENTS AND  
REPRESENTATIVES 1200 THIRD AVENUE, STE 200  
SAN DIEGO CA 92101-4915 - GRANT

001

Countersigned by \_\_\_\_\_  
Authorized Representative

**INSURED: ASIAN BUSINESS ASSOCIATION**

**POLICY NO. 72 SBA TV3528**

**EFFECTIVE: 10/12/19 TO 10/12/20**

## **BUSINESS LIABILITY COVERAGE FORM**

**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

<b>BUSINESS LIABILITY COVERAGE FORM</b>	<b>Beginning on Page</b>
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Business Liability	<b>1</b>
Medical Expenses	<b>2</b>
Coverage Extension - Supplementary Payments	<b>2</b>
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<b>D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE</b>	<b>14</b>
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2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	<b>15</b>
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# BUSINESS 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. 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 **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or 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 **D.** - Liability And Medical Expenses 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, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** - 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.

(2) 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.

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 **C.** - 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;

## BUSINESS LIABILITY COVERAGE FORM

- (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**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
    - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
    - (b) You are not engaged in the business or occupation of providing such services.
  - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, 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".

## 2. MEDICAL EXPENSES

### 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.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) 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.
  - (4) 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.
  - (5) All costs taxed against the insured in the "suit".
  - (6) 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.
  - (7) 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.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. 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:

- (1) 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";
- (2) This insurance applies to such liability assumed by the insured;
- (3) 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";
- (4) 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 interest of the indemnitee;
- (5) 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
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) 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 **1.b.(b)** of Section **B.** – Exclusions, 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:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

## **B. EXCLUSIONS**

### **1. Applicable To Business Liability Coverage**

This insurance does not apply to:

#### **a. Expected Or Intended Injury**

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### **b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

## BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" 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 purpose of liability assumed in an "insured contract", reasonable attorneys' 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:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' 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 only if you are in the business of manufacturing, distributing, 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 (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", "property damage" or "personal and advertising injury" 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 the operation of any of the 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 or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

**i. War**

"Bodily injury", "property damage" or "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.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. 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 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - 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 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 a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. 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.

**n. 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.

## BUSINESS LIABILITY COVERAGE FORM

### **o. 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.

### **p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

- (10) 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;

- (11) 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;

- (12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (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 or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

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.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "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".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "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; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the 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 k. through o. do not apply to damage by fire, lightning or explosion to premises 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 D. - Liability And Medical Expenses Limits Of Insurance.

## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

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 with the "products-completed operations hazard".

#### g. Business Liability Exclusions

Excluded under Business Liability Coverage.

## C. 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), or 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 (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, Paragraph (d) 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 insurance.

**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 this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon 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; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway 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 equipment, 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 driving the equipment; 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. Operator of 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.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

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, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### 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 to 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 Subparagraphs (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 or organization 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 or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) 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.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) 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:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to 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:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) 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.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) 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:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) 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:



## BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General 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.

### **D. LIABILITY AND MEDICAL EXPENSES 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. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage 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.

#### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL 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 a 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, 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 that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's 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 Insured's 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, written agreement or permit 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 an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- 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 Form 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 insurance 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.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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 a claim is made or "suit" is brought.

### 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 at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under 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 A. – Coverages.

#### (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 k. of Section A. – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is 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**

That is 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, written agreement or permit 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 this Coverage Part 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 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.

**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. This condition does not apply to Medical Expenses Coverage.

**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.

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to 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).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that 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.

**6. Additional Insured - State Or Political Subdivision - Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - 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".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) 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, unless 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 Subparagraphs (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.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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 the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. 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 failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES 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;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. 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 land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "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;
- 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. "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.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 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:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. 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 **D. – Liability and Medical Expenses 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. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- 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:



## BUSINESS LIABILITY COVERAGE FORM

- (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, designs 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, on which are 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, of at least 1,000 pounds gross vehicle weight, 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.
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 the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication 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 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";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means 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 to be 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- 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; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 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 "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 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";

## BUSINESS LIABILITY COVERAGE FORM

- 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.

**POLICY NUMBER:** 72 SBA TV3528



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

ADDITIONAL INSURED - PERSON-ORGANIZATION

PEGASUS ENTERPRISES, LP  
SQUARE ONE DEVELOPMENT CORP,  
THEIR SUCCESSORS AND/OR ASSIGNS  
4542 RUFFNER STREET, #387, SAN DIEGO, CA 92111

CITY OF SAN DIEGO, ITS RESPECTIVE ELECTED OFFICIALS, OFFICERS,  
EMPLOYEES, AGENTS AND REPRESENTATIVES  
1200 3RD AVE STE 200  
SAN DIEGO, CA 92101

**FISCAL YEAR 2021  
CITY OF SAN DIEGO  
BUSINESS, EXPANSION, ATTRACTION AND RETENTION (B.E.A.R) DIVISION  
AUTO DECLARATION FORM**

Regarding the FY 2021 Agreement [Agreement] between the City of San Diego, a municipal corporation[City] and Asian Business Association Foundation [Agency], Agency declares as follows:


1. Agency does not currently own any vehicles;
2. Agency has obtained, and shall maintain during the term of the Agreement, automobile insurance coverage for "hired autos" and "non-owned autos"; and
3. In the event Agency subsequently acquires any vehicle(s) during the term of the Agreement, the Agency shall immediately obtain, and provide to the City the required evidence of, automobile insurance coverage for "any auto," as required in Article VI of the Agreement.

For the purpose of this Declaration, automobile insurance coverage for "any auto," "hired autos," and "non-owned autos" are defined as follows:

**Any Auto:** Coverage is provided for any auto, including autos owned by the insured, autos the named insured hires or borrows from others, and other non-owned autos used in the insured's

**Hired Autos:** Coverage is provided only for autos leased, hired, rented, or borrowed for use in the named insured's business.

**Non-owned Autos:** Coverage is provided only for autos not owned, leased, hired, or borrowed by the named insured. Coverage includes autos owned by the insured's employees or members of their households, but only while used in the named insured's business or personal affairs.

Authorized Signature: 

Authorized Signer Name: Jason Paguio

Title: President & CEO

Date: 07/15/20


Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
Name, Title  
Division/Department

**CITY OF SAN DIEGO**  
**FISCAL YEAR 2021 DESIGNATED AUTHORIZED SIGNATURES AND AGENCY STAFF- PROGRAM**


Please provide the information listed below to certify the designated individuals authorized to sign documents on the Agency's behalf AND represent organization program. The Board of Directors and Agency management (CEO/President/Executive Director, CFO or equivalent), by submittal of this form, acknowledges their understanding of their responsibility for proper reporting and internal controls to protect against fraud, forgery, or reports that are inaccurate. Agency self-certification is not acceptable, a second signature is required, i.e.. Person authorized to certify all signatures, can not certify himself/herself. Please submit a new form each time any of the listed information is revised during the FY 2021 Agreement period.

**AGENCY:** ASIAN BUSINESS ASSOCIATION FOUNDATION  
**PROJECT:** OUTDOOR DINING POLICY - OUTREACH

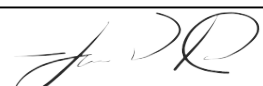
**AGENCY BOARD CHAIR/PRESIDENT CERTIFICATION OF DESIGNATED INDIVIDUALS AUTHORIZED TO SIGN DOCUMENTS ON THE AGENCY'S BEHALF, AS SUBMITTED ON THIS FORM**

<b>NAME</b>	Jason Paguio
<b>TITLE</b>	President & CEO
<b>SIGNATURE</b>	
<b>DATE</b>	7/15/2020

**AGENCY STAFF AUTHORIZED TO SIGN ECONOMIC DEVELOPMENT AGREEMENTS, AMENDMENTS & YEAR-END REPORTS**

	PRIMARY	ALTERNATE
NAME	Jason Paguio	Rozanna Zane
TITLE	President & CEO	Administrator
SIGNATURE		

**AGENCY STAFF AUTHORIZED TO SIGN ECONOMIC DEVELOPMENT REQUESTS FOR REIMBURSEMENT REQUESTS AND PERIODIC REPORTS**

	PRIMARY	ALTERNATE
NAME	Jason Paguio	Rozanna Zane
TITLE	President & CEO	Administrator
SIGNATURE		

**AGENCY STAFF AUTHORIZED TO REPRESENT ORGANIZATION PROGRAM (PROGRAM POINTS OF CONTACT)**

	PRIMARY	ALTERNATE
NAME	Jason Paguio	Lauren Garcés
TITLE	President & CEO	Outreach
PHONE	619-382-8293	808-349-9918
EMAIL	jason@abasd.org	Lauren@abasd.org

**LIVING WAGE ORDINANCE  
CERTIFICATION OF COMPLIANCE**  
REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

**COMPANY INFORMATION**

Company Name: Asian Business Association San Diego

Company Address: 7675 Dagget St, San Diego CA 92111

Company Contact Name: Jason Paguio

Contact Phone: 619-382-8293

**CONTRACT INFORMATION**

Contract Number (if no number, state location):

Start Date:

Contract Title (or description):

End Date:

Purpose/Service Provided:

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Jason Paguio

President & CEO

Name of Signatory

Title of Signatory

  
Signature

7/2/2020

Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt:

LWO Analyst:

Contract Number:

LWP-001 (07/01/2017)

**FISCAL YEAR 2020**  
**CURRENT ROSTER OF AGENCY BOARD MEMBERS**

**AGENCY:** Asian Business Association Foundation

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NAME	BOARD POSITION	CURRENT BOARD TERM		DURATION AS BOARD MEMBER	PROFESSION/ AFFILIATION
		START DATE	END DATE		
Lois Fong-Sakai	Board Chair	10/1/2019	10/1/2020	9 yrs	Chief Financial Officer at Jade Coast Software, Inc.
Robert Ito	Director at Large	10/1/2019	10/1/2020	5 yrs	CEO of Ito Girard & Associates
Simon Wong	Director at Large	10/1/2019	10/1/2020	3 yrs	Simon Wong Engineering
Gloria Ma	Director at Large	10/1/19	10/1/2020	3 yrs	Scientist & Entrepreneur





Jason Paguio <jason@abasd.org>

Thu 7/16/2020 2:16 PM

To: Crespo, Xiomalys



**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

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Hi Xiomalys,

This email serves as confirmation that the Asian Business Association Foundation is working on, and will receive Board approval, as expeditiously as possible.

Respectfully,

**Jason Paguio**

*President & CEO*

**Asian Business Association San Diego**

Small Business Development Center

7675 Dagget Street, Suite 340  
San Diego, CA 92111

C: (619) 382-8293

O: (858) 277-2822

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