

## ITEM 4.6

### **CITY MANAGER'S REPORT APRIL 8, 2024, CITY COUNCIL REGULAR MEETING**

**ITEM:** **RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS SURVEILLANCE CIP GG 22-35**

**RECOMMENDATION:** **Adopt a Resolution Ratifying the Service Contract with ICU Technologies, Inc. for the Surveillance Systems for Phase II of Major City Parks Surveillance CIP GG 22-35**

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#### **SUMMARY:**

At the September 12, 2022, City Council Meeting, Council approved a budget to cover the cost of a camera surveillance system for the first phase of Capital Improvement Project (CIP) GG 22-35 Camera Surveillance Systems for Major City Parks. In December 2023, City Council was presented with an update on the parks as the first phase was almost complete and staff proposed the addition of the parks listed below, to be added to CIP GG 22-35 as Phase II for the installation of a camera surveillance system.

- Champion Park
- Park West
- Woodfield Park Basin
- William S. Moss Park
- Mossdale Landing Community Park

Staff requested proposals from ICU Technologies, Inc. (ICU) for the hardware and services required at each park. ICU currently holds an active contract with the U.S. General Services Administration (GSA) in Security & Protection and Information Technology Hardware & Software and is an authorized seller of surveillance cameras that meets the hardware specification of the City's standard camera surveillance system for city parks under CIP GG 22-35. Furthermore, ICU is certified to perform the configuration and installation of these cameras. ICU presented a proposal with a sum of \$244,919.10 to provide the licenses and cameras, configuration, and installation for all five (5) additional parks.

Due to the supply chain demand, there is a long lead time for the required equipment. To minimize delay to the project and to provide a tool for the Lathrop Police department to use during investigations and deter further vandalism the City Manager signed the Service Contract with ICU Technologies Inc. for the camera surveillance systems for Phase II of the CIP 22-35 Major City Parks in March 2024.

**APRIL 8, 2024, CITY COUNCIL REGULAR MEETING****RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS SURVEILLANCE CIP GG 22-35**

Tonight, Staff is requesting City Council adopt a resolution to ratify the service contract with ICU Technologies, Inc. for a sum not to exceed \$244,919.10 for the purchase, and configuration, and installation of surveillance cameras for Phase II of the CIP GG 22-35 Major City Parks Surveillance.

**BACKGROUND:**

On September 13, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks. One year after on September 12, 2022, Council approved Resolution 22-5150 authorizing a budget to cover the cost of a camera surveillance system for the first phase of CIP GG 22-35 Camera Surveillance Systems for Major City Parks. The first phase included the three parks listed below.

- Apolinar Sangalang Park
- Manuel Valverde Park
- Woodfield Park

In December 2023, City Council was presented with a slide presentation update of Phase I as it was almost complete. During the presentation, staff proposed the following five (5) parks to have the surveillance system installed as Phase II. These parks have recently suffered significant damage from vandalism resulting in repair expenses exceeding \$10,000 for a single park.

- Champion Park
- Park West
- Woodfield Park Basin
- William S. Moss Park
- Mossdale Landing Community Park

These parks would have benefitted from surveillance systems as they act as a deterrent to vandalism and malicious activities. The Lathrop Police Department would have been able to utilize the system to investigate the criminal activities and the system would have facilitated the solving of these crimes.

Staff requested ICU present a proposal for each of the parks due to these circumstances. ICU currently holds an active contract with the U.S. General Services Administration (GSA) - GSA Contract No. 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software. This program, administered by the United States Government, provides government agencies with discounted pricing schedules, and establishes purchasing contracts with vendors through a competitive bidding process. The GSA's competitive bidding process is in conformance with the Office of Procurement, Department of General Services of the State of California exemption as described in the Lathrop Municipal Code Section 2.36.110. Furthermore, ICU has provided, configured, and installed other camera surveillance systems and the licenses at numerous City facilities.

**RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE  
CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS  
SURVEILLANCE CIP GG 22-35**

ICU presented proposals that are equal to the pricing of the contract ICU holds with GSA. Therefore, the claimed bidding exemption is pursuant to Lathrop Municipal Code (LMC) 2.36.110(a) for the Service Contract with ICU for the purchase, configuration and installation of the surveillance cameras and the licenses for CIP 22-35 Major City Parks.

Due to the supply chain and demand, there is a long lead time for the required equipment. To not delay the project, provide a tool for the Lathrop Police department to use during investigations and deter further vandalism the City Manager signed the Service Contract with ICU Technologies Inc. for the camera surveillance systems for Phase II of the CIP 22-35 Major City Parks in March 2024.

Tonight, Staff is requesting City Council adopt a resolution to ratify City Manager approval of the service contract with ICU Technologies, Inc. for a sum of \$244,919.10 for Phase II of Major City Parks CIP 22-35.

**REASON FOR RECOMMENDATION:**

The Camera Surveillance System procured through ICU Technologies, LLC for CIP GG 22-35 for Camera Surveillance System for Major City Parks represents an effort to utilize technology to deter crimes, expedite crime solving, and to enhance crime prevention and public safety.

**FISCAL IMPACT:**

There are sufficient funds available in CIP GG 22-35 to cover the costs of installation of a camera surveillance systems procured through ICU Technologies, Inc.

**ATTACHMENTS:**

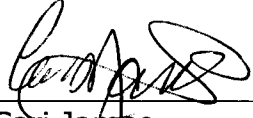
- A. Resolution Ratifying the Agreement with ICU Technologies, Inc. to Provide, Configure and Install Camera Surveillance Systems for Phase II of Major City Parks Surveillance Systems CIP GG 22-35
- B. Service Contract with ICU Technologies, Inc. to Provide, Configure and Install Camera Surveillance System for Phase II of Major City Parks Surveillance Systems CIP GG 22-35

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**APRIL 8, 2024, CITY COUNCIL REGULAR MEETING**  
**RATIFY THE SERVICE CONTRACT WITHICU TECHNOLOGIES INC. FOR THE**  
**CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS**  
**SURVEILLANCE CIP GG 22-35**

**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Information Systems Director

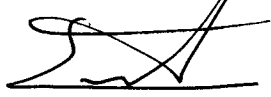
3-25-2024  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director


3/25/2024  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

3.26.2024  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

3-22-2024  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

3.28.24  
Date

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS CIP GG 22-35**

**WHEREAS**, on September 13, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks; and

**WHEREAS**, the first phase that included Apolinar Sangalang Park, Manuel Valverde Park and Woodfield Park is complete; and

**WHEREAS**, staff proposed Champion Park, Park West, Woodfield Park Basin, William S. Moss Park and Mossdale Landing Community Park to have the surveillance system installed as Phase II; and

**WHEREAS**, ICU currently holds an active contract with the U.S. General Services Administration (GSA) - GSA Contract No. 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software; and

**WHEREAS**, ICU presented proposals totaling \$244,919.10 at pricing equal to the contract that ICU holds with GSA and therefore, this contract is exempt from bidding pursuant to Lathrop Municipal Code (LMC) 2.36.110(a) for the purchase, configuration and installation of the surveillance cameras and the licenses for CIP 22-35 Major City Parks.

**WHEREAS**, to not delay the project provide a tool for the Lathrop Police department to use during investigations and deter further vandalism, the City Manager signed the Service Contract with ICU Technologies Inc. in March 2024.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby ratify the service contract with ICU Technologies Inc. for the Camera Surveillance Systems for Phase II of Major City Parks Surveillance CIP GG 22-35 in the amount of \$244,919.09.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of April 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

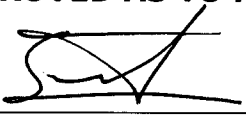
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330  
Phone (209) 941-7220 - fax (209) 941-7248  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

**NOTICE TO PROCEED**

March 29, 2024

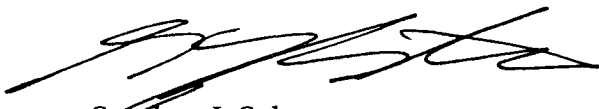
ICU Technologies, Inc.  
Tommy Smith  
1382 Blue Oaks Blvd, Suite #110  
Roseville, CA 95678

Dear Mr. Smith:

Enclosed please find your original executed agreement to provide the **Purchase, Configuration and Installation Cameras for CIP GG 22-35 Major Parks Surveillance Phase II**. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore  
City Manager

Copy: Teresa Vargas, City Clerk  
Project File

**CITY OF LATHROP AGREEMENT BETWEEN THE CITY OF LATHROP  
AND ICU TECHNOLOGIES, INC.  
FOR THE PURCHASE, INSTALLATION AND CONFIGURATION OF  
PIVOT TILT ZOOM (PTZ) AND MULTI-SENSOR CAMERAS FOR CIP GG  
22-35 MAJOR CITY PARKS SURVIELLANCE**

THIS AGREEMENT, dated for convenience this 24 day of March 2024, is by and made and entered into by and between ICU TECHNOLOGIES, INC. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform the installation, configuration, and commissioning of multi-sensor cameras as required by this agreement; and

**WHEREAS**, CONSULTANT was selected by CITY pursuant to said qualifications; and

**WHEREAS**, CONSULTANT is willing to render such Professional Services as hereinafter defined, on the following terms and conditions;

**WHEREAS**, the purchase from the CONSULTANT is exempt from the CITY'S standard bidding procedure pursuant to Lathrop Municipal Code (LMC) 2.36.110, as the CONSULTANT holds GSA Contract number 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software and pricing is pursuant to that contract.

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Service.**

CONSULTANT agrees to perform the deployment, configuration, and commissioning of PTZ and multi-sensor cameras in accordance with the scope of work and fee proposal submitted by the CONSULTANT, attached as Exhibit "A" through Exhibit "E" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

**(2) Compensation.**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$244,919.10** as described in Exhibit "A" through Exhibit "E".



CITY OF LATHROP – ICU TECHNOLOGIES, INC.  
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR  
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CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A" through Exhibit "E", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Authorized Representative prior to the commencement of the work.

**(3) Effective Date and Term.**

This agreement shall become effective on the signature date of the Department Head and CONSULTANT has been notified in writing as identified in section (18), and it shall terminate no later than June 30, 2024.

**(4) Independent Contractor Status.**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

**(5) Billings.**

CONSULTANT'S bills shall include date, date due, a list of all tasks performed by deliverable, a total amount due, the amounts previously billed, the net amount due on the invoice, and the balance remaining on the agreement and the CONSULTANT'S signature. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for listed services or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting.**

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall clarify with the CITY any details of the design that are not specifically understood.

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**(7) Assignment of Personnel.**

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Tommy Smith**  
CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

**(8) Assignment and Subcontracting.**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

**(9) Insurance.**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the

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program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability

form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.

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- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
  - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
  - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
  - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

CITY OF LATHROP – ICU TECHNOLOGIES, INC.  
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- (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

**(10) Indemnification - CONSULTANT'S Responsibility.**

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(11) Licenses.**

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If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**(12) Business Licenses.**

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

**(13) Termination.**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

**(14) Funding.**

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

**(15) Notices.**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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To City: City of Lathrop  
City Clerk  
390 Towne Centre Drive  
Lathrop, CA 95330

Copy to: City of Lathrop  
Information Systems Department  
390 Towne Centre Drive  
Lathrop, CA 95330

Phone: (209) 941-7430  
FAX: (209) 941-7449

To Consultant: ICU Technologies  
Tommy Smith  
1382 Blue Oaks Blvd. Suite #110  
Roseville, CA 95678  
Phone: (559) 280-9333  
Fax: (559) 892-1142

**(16) Miscellaneous.**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.  
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- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to



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be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(17) General Contractor Responsibilities.**

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

**(18) Notice to Proceed.**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

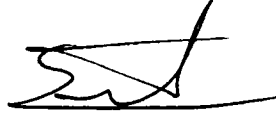
**(19) Signatures.**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.  
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR  
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

Approved as to Form:  
Subject to Ratification

City of Lathrop  
City Attorney



3-20-2024

Salvador Navarrete

Date

Recommended By:

Director of Information Systems

DocuSigned by:



3/20/2024

16290F53101F478...


Tony Fernandes  
Information Systems Director

Date

Approved By:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Resolution # \_\_\_\_\_



3-29-24

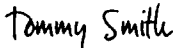
Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

ICU Technologies  
Tommy Smith  
1382 Blue Oaks Blvd. Suite #110  
Roseville, CA 95678  
Fed ID #: 27-3118908  
Business License #: 41814

DocuSigned by:



3/20/2024

74C195C4C9704A0...

Signature

Date

Tommy Smith

CEO

Print Name

Title



**ICU Technologies Inc.**

1382 Blue Oaks Blvd, Suite 110  
 Roseville, CA 95678  
 +1 5304887200  
 orders@icu-techinc.com  
 www.icu-techinc.com

# Exhibit A

ADDRESS  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330  
 United States

SHIP TO  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330 USA

ESTIMATE 2024-1007  
 DATE 02/08/2024  
 EXPIRATION 03/29/2024  
 DATE

PROJECT NAME  
 Champion Park Video Solution

CONTRACT  
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	10	2,233.17	22,331.70T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	4	2,543.22	10,172.88T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	14	98.27	1,375.78T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	10	161.41	1,614.10T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	10	161.42	1,614.20T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	10	315.41	3,154.10T
OLM	ICU-MISC-GSA Avigilon:PLMT-1001 - POLE MOUNT FOR LRGE PENDT WLMT-1001	14	93.15	1,304.10T
334220	NVR5-PRM-96TB-S19-NA NVR5 PRM 96TB 2U Rack Mnt; WS19 NA	1	33,734.39	33,734.39T
OLM	ICU-MISC-GSA Aetek:H40-022-90-120-A -	13	546.00	7,098.00T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	14	256.37	3,589.18
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	520.00	520.00T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	134	127.27	17,054.18

Subtotal:  
 103,562.61

N/A	GSA-IFF	103,562.61	0.007556	782.52
OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	1,521.92	0.58	882.71
N/A	ICU-SHIPPING Freight to customer location	1	1,250.00	1,250.00

Estimate Notes:

1. DIR# 1000064885
2. Email Order to [orders@icu-techinc.com](mailto:orders@icu-techinc.com)
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	106,477.84
TAX	7,255.43
<b>TOTAL</b>	<b>\$113,733.27</b>

Accepted By

Accepted Date

# Exhibit B



**ICU Technologies Inc.**

1382 Blue Oaks Blvd, Suite 110  
 Roseville, CA 95678  
 +1 5304887200  
 orders@icu-techinc.com  
 www.icu-techinc.com

ADDRESS  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330  
 United States

SHIP TO  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330 USA

ESTIMATE 2024-1011  
 DATE 01/17/2024

PROJECT NAME  
 Mossdale Landing Video Solution

CONTRACT  
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	6	2,233.17	13,399.02T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	3	2,543.22	7,629.66T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	9	98.27	884.43T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	6	161.41	968.46T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	6	161.42	968.52T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	6	315.41	1,892.46T
OLM	ICU-MISC-GSA Avigilon:PLMT-1001 - POLE MOUNT FOR LRGE PENDT WLMT-1001	9	93.15	838.35T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	4	2,552.60	10,210.40T
OLM	ICU-MISC-GSA Avigilon:POE-INJ2-95W-BT-NA - Indoor single Port PoE Injector Gigabit, 95W, NA power cord, for use with H4IR PTZ - indoor installation rated.	3	382.33	1,146.99T
	POE-INJ2-60W-NA Indoor single port Gigabit PoE++ 60W, North American power cord included.	6	147.37	884.22T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	9	256.37	2,307.33
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	390.00	390.00T

541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	96	127.27	12,217.92
				Subtotal: 53,737.76
N/A	GSA-IFF	53,737.76	0.007556	406.04
OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	1,141.44	0.58	662.04
N/A	ICU-SHIPPING Freight to customer location	1	582.00	582.00

Estimate Notes.

1. DIR# 1000064885
2. Email Order to orders@icu-techinc.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	55,387.84
TAX	3,431.09
<b>TOTAL</b>	<b>\$58,818.93</b>

Accepted By

Accepted Date



**ICU Technologies Inc.**

1382 Blue Oaks Blvd, Suite 110  
 Roseville, CA 95678  
 +1 5304887200  
 orders@icu-techinc.com  
 www.icu-techinc.com

# Exhibit C

ADDRESS  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330  
 United States

SHIP TO  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330 USA

ESTIMATE 2024-1008  
 DATE 01/17/2024

PROJECT NAME  
 Park West Video Solution

CONTRACT  
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	3	2,233.17	6,699.51T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	3	2,543.22	7,629.66T
OLM	PP350 Pelco PP350 Parapet Wall Mount	6	448.50	2,691.00T
OLM	ICU-MISC-GSA Avigilon:NPTA-1001 - 1.5 inch NPT Adapter for Large Pendant Mount Camera	6	53.19	319.14T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	3	161.41	484.23T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	3	161.42	484.26T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	3	315.41	946.23T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	3	2,552.60	7,657.80T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	6	256.37	1,538.22
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	260.00	260.00T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	48	127.27	6,108.96
				Subtotal: 34,819.01
N/A	GSA-IFF	34,819.01	0.007556	263.09

OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	570.72	0.58	331.02
N/A	ICU-SHIPPING Freight to customer location	1	404.00	404.00

Estimate Notes:

1. DIR# 1000064885
2. Email Order to orders@icu-techinc.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	35,817.12
TAX	2,377.54
<b>TOTAL</b>	<b>\$38,194.66</b>

Accepted By

Accepted Date



# Exhibit D



**ICU Technologies Inc.**

1382 Blue Oaks Blvd, Suite 110  
 Roseville, CA 95678  
 +1 5304887200  
 orders@icu-techinc.com  
 www.icu-techinc.com

ADDRESS  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330  
 United States

SHIP TO  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330 USA

ESTIMATE 2024-1010  
 DATE 01/17/2024

PROJECT NAME  
 William S. Moss Video Solution

CONTRACT  
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	1	2,233.17	2,233.17T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	1	2,543.22	2,543.22T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	2	98.27	196.54T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	1	161.41	161.41T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	1	161.42	161.42T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	1	315.41	315.41T
OLM	ICU-MISC-GSA Avigilon:PLMT-1001 - POLE MOUNT FOR LRGE PENDT WLMT-1001	2	93.15	186.30T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	2	2,552.60	5,105.20T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	2	256.37	512.74
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	130.00	130.00T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	32	127.27	4,072.64
				Subtotal: 15,618.05
N/A	GSA-IFF	15,618.05	0.007556	118.01

OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	380.48	0.58	220.68
N/A	ICU-SHIPPING Freight to customer location	1	164.00	164.00

Estimate Notes:

1. DIR# 1000064885
2. Email Order to [orders@icu-techinc.com](mailto:orders@icu-techinc.com)
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	16,120.74
TAX	965.36
<b>TOTAL</b>	<b>\$17,086.10</b>

Accepted By

Accepted Date



**ICU Technologies Inc.**

1382 Blue Oaks Blvd, Suite 110  
 Roseville, CA 95678  
 +1 5304887200  
 orders@icu-techinc.com  
 www.icu-techinc.com

# Exhibit E

ADDRESS  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330  
 United States

SHIP TO  
 Tony Fernandes  
 City of Lathrop  
 390 Towne Centre Dr  
 Lathrop, CA 95330 USA

ESTIMATE 2024-1009  
 DATE 01/17/2024

PROJECT NAME  
 Woodfield Basin Video Solution

CONTRACT  
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	1	2,233.17	2,233.17T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	1	2,543.22	2,543.22T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	2	98.27	196.54T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	1	161.41	161.41T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	1	161.42	161.42T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	1	315.41	315.41T
OLM	ICU-MISC-GSA Avigilon:PLMT-1001 - POLE MOUNT FOR LRGE PENDT WLMT-1001	2	93.15	186.30T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	2	2,552.60	5,105.20T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	2	256.37	512.74
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	130.00	130.00T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	32	127.27	4,072.64
				Subtotal: 15,618.05
N/A	GSA-IFF	15,618.05	0.007556	118.01

OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	380.48	0.58	220.68
N/A	ICU-SHIPPING Freight to customer location	1	164.00	164.00

Estimate Notes:

1. DIR# 1000064885
2. Email Order to [orders@icu-techinc.com](mailto:orders@icu-techinc.com)
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	16,120.74
TAX	965.36
<b>TOTAL</b>	<b>\$17,086.10</b>

Accepted By

Accepted Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/21/2024

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Certificates	
Navo Financial, Inc. Insurance and Financial Solutions 2045 South Court Street, Suite A  Visalia CA 93277		<b>PHONE (A/C, No, Ext):</b> (559) 733-5169	<b>FAX (A/C, No):</b> (888) 456-0130
		<b>E-MAIL ADDRESS:</b> certs@navofinancial.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A : LANDMARK AMER INS CO	33138
		INSURER B : HARTFORD ACCID & IND CO	22357
		INSURER C : HUDSON INS CO	25054
		INSURER D : HARTFORD CASUALTY INS CO	29424
		INSURER E : GREAT AMER RISK SOLUTIONS SURPLUS LINES IT	35351
		INSURER F :	
<b>INSURED</b>			
ICU Technologies Inc 1382 BLUE OAKS BLVD Suite 110 ROSEVILLE CA 95678-7019			

**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	ADDITIONAL SUBROGATION		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSO	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	LHA142219	06/09/2023	06/09/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
OTHER:								\$	
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	51UECBD7944	06/09/2023	06/09/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			HXS 1001910 01	06/09/2023	06/09/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000	
	DED	RETENTION \$						\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	51 WEC BA8T7Y	01/03/2024	01/03/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	PRODUCT LIABILITY			PL 3288670-04	03/12/2024	03/12/2025	EACH OCC	\$1,000,000	
							PROD-COMP AGG	\$2,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
City Of Lathrop is listed as additional insured per written contract or agreement per attached general liability and commercial auto endorsement

**CERTIFICATE HOLDER CANCELLATION**

City Of Lathrop  390 Towne Centre Drive  Lathrop, CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Anthony Maese</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Designation Of Premises (Part Leased To You):</b>          ANY PREMISES REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW</p>
<p><b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>          ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW</p>
<p><b>Additional Premium:   \$ INCLUDED</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED –  
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b>  <b>ANY STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION TO WHOM OR TO WHICH YOU ARE OBLIGATED BY THE ISSUANCE OR EXISTENCE OF A WRITTEN PERMIT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY.</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
AMENDMENT – AGGREGATE LIMITS OF INSURANCE  
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 6/9/2023  
forms part of Policy Number LHA142219  
issued to ICU TECHNOLOGIES INC  
by Landmark American Insurance Company

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.



**4. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**5. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**7. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**8. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

**10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**20. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



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

**CHANGE IN INFORMATION PAGE**

**INSURER:** Hartford Casualty Insurance Company

**NCCI Company Number:** 14397

**Policy Effective Date:** 01/03/24

**Policy Number:** 51 WEC BA8T7Y

**Effective Date:** 03/22/24

**Named Insured and Address:**

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

ICU TECHNOLOGIES INC  
1382 BLUE OAKS BLVD STE 110  
ROSEVILLE CA 95678

**Audit Period:** ANNUAL

**Policy Expiration Date:** 01/03/25

**Endorsement Number:** 002

**FEIN Number:** 27-3118908

**Producer Name:** NAVO FIN INC INS AND FIN SOLUTIONS

**Producer Code:** 51135504

**It is agreed that the policy is amended as follows:**

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford.

In consideration of an additional premium of \$131, it is agreed that:

Policy is amended to add the following condition(s):

Waiver of Our Right to Recover from Others Endorsement

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC040306  
WC990006A(.2)

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

G-4119-0  
WC990006A(.1P)

Countersigned by

*Susan L. Castaneda*

Authorized Representative

**CHANGE IN INFORMATION PAGE (Continued)**

Policy Number: 51 WEC BA8T7Y

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER 100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
CA - Location 1			
Rating Period: 01/03/2024-03/22/2024			
7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	45,112.00	3.950000	1,782
8742 SALESPERSONS - OUTSIDE	201,169.00	0.500000	1,006
8810 CLERICAL OFFICE EMPLOYEES-N O C	177,426.00	0.350000	621
Rating Period: 03/22/2024-01/03/2025			
7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	163,888.00	3.950000	6,474
8742 SALESPERSONS - OUTSIDE	730,831.00	0.500000	3,654
8810 CLERICAL OFFICE EMPLOYEES-N O C	644,574.00	0.350000	2,256
Rating Period: 01/03/2024-01/03/2025			
7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	209,000.00	3.950000	-8,256
8742 SALESPERSONS - OUTSIDE	932,000.00	0.500000	-4,660
8810 CLERICAL OFFICE EMPLOYEES-N O C	822,000.00	0.350000	-2,877
<b>Total State Summary</b>			
Total Class Premium			0
CA Territorial Differential	0.00	0.877000	1
Waiver charge	0.00	0.020000	248
Schedule Rating Factor	0.00	0.500000	-125
Premium discount	0.00	0.010000	-2
Expense constant	0.00		0
Terrorism Risk Insurance Program Reauthorization Act	0.00	0.020000	0
Disclosure Endorsement			
CA User Fund	0.00	2.460400	4

**CHANGE IN INFORMATION PAGE (Continued)**

**Policy Number:** 51 WEC BA8T7Y

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL RENUMERATION	RATES PER 100 OF RENUMERATION	ESTIMATED ANNUAL PREMIUMS
CA Fraud	0.00	0.412200	1
CA Uninsured Employers Benefit Trust Fund	0.00	0.150500	0
CA Subsequent Injuries Benefit Trust Fund Assessments	0.00	1.589100	3
CA Occupational Safety & Health Fund	0.00	0.726600	1
CA Labor Enforcement & Compliance Fund	0.00	0.710900	0
California Total Cost			131



## POLICY HOLDER NOTICE - PAYROLL BILLING

Thank you for choosing The Hartford. Your policy is on our payroll billing method. The payroll billing method uses actual payrolls received throughout the policy period and a blended rate(s) to determine premiums due during the policy period. To learn more about how your premium is calculated on the payroll billing method please visit: <https://www.thehartford.com/blended>

Below are the blended rate(s) being used for each state and classification code on your policy:

State	Class Code	Blended Rate	Effective
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8810	0.180000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	7605	1.850000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8742	0.250000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8742	0.260000	03/22/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	7605	1.890000	03/22/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8810	0.190000	03/22/2024







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

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

**Policy Number:** 51 WEC BA8T7Y

**Endorsement Number:** 002

**Effective Date:** 03/22/24

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

**Named Insured and Address:** ICU Technologies Inc  
1382 BLUE OAKS BLVD STE 110  
ROSEVILLE CA 95678

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

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

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

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

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

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY NAVO FIN INC INS AND FIN SOLUTIONS		NAMED INSURED ICU TECHNOLOGIES INC 1382 BLUE OAKS BLVD STE 110 ROSEVILLE CA 95678-7052	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate Holder per the Broad Form Endorsement-Extended Option WC990301, attached to this policy.



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

March 22, 2024

For Informational Purposes Only  
1382 BLUE OAKS BLVD STE 110  
ROSEVILLE CA 95678-7052

**Account Information:**

<b>Policy Holder Details :</b>	<b>ICU Technologies Inc</b>
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**Contact Us**

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**Need Help?**

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

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