A.G. CONTRACT NO. 79-31

JPA-79-20

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF SPRINGERVILLE

NO. 5137
FILED WITH SECRETARY OF STATE
Date Filed 2-27-79
Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF SPRINGERVILLE, a municipal corporation hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

Attached to this Agreement and incorporated herein by reference is Exhibit "B" is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement covering the maintenance of these certain State Highways known as U. S. 180, U. S. 180B and U. S. 60, which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF SPRINGERVILLE over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN, as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.

2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the TOWN as set forth by this agreement.

3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control and responsibility to include:

a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.

b. Bridges and drainage.

c. Guardrails and fences.

d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.

e. Routine maintenance of roadway and curbs.

f. Permits for highway right of way encroachments and use.

g. Removal of snow, sand, rock and other debris caused by slides or other causes.

h. Traffic control devices, including signs, striping and marking (except street name and parking).

4. THAT the TOWN shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:

a. Sidewalks

b. Sprinkling

c. Street lighting (other than safety lighting).

d. Street name signs.

e. Routine sweeping and cleaning of roadway and curb.

f. Parking signs. Approved crosswalks, parking lane striping and curb markings after initial installation.

5. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.

7. That the TOWN shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties here-to-fore agreed to on the State Highway right of way. The TOWN will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

8. That the TOWN will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.

9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.

10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the TOWN.

11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1979, but in no event prior to its being filed with the Secretary of State.

12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any time with all other conditions set forth remaining in effect.

13. THIS AGREEMENT shall remain in force and effect until midnight December 31, 1979, and shall there-

after be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: _____
Chief Deputy State Engineer

TOWN OF SPRINGERVILLE

ATTEST:

BY: _____

_____
Town Clerk

TITLE: Mayor

RESOLUTION

Be it resolved on this date February 20, 1979 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the Town of Springerville, enter into the intergovermental agreement for the purpose of maintaining certain State Highways known as US 180, US 180B and US 60, which are State Highways of the State of Arizona and which traverse the said Town of Springerville over those certain streets which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said Town.

W. A. ORDWAY, DIRECTOR
Arizona Department of Transportation

OFFICE OF THE
Attorney General
1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 79-31 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15TH day of January, 1979.

ROBERT K. CORBIN
Attorney General

Albert Morgan

ALBERT MORGAN
Assistant Attorney General

Town of Springerville

P. O. Drawer 390 Phone: (602) 333-2656

SPRINGERVILLE, ARIZONA 85938

RECEIVED
NOV 17 1978
DISTRICT VII OFFICE

RESOLUTION NO. 270

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF SPRINGERVILLE, ARIZONA, TO ENTER INTO INTER-GOVERNMENTAL MAINTENANCE AGREEMENT WITH THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the Mayor and Common Council of the TOWN of Springerville find that the within Resolution is in the interest of the TOWN OF SPRINGERVILLE;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the TOWN OF SPRINGERVILLE, THAT THE TOWN enter into a Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on the 1st day of January, 1979, but in no event prior to being filed with the Secretary of State;

BE IT FURTHER RESOLVED that the Mayor of the TOWN OF SPRINGERVILLE IS authorized to execute said agreement on behalf of the TOWN.

PASSED AND ADOPTED by the Mayor and Common Council of the TOWN OF SPRINGERVILLE THIS DATE: November 14, 1978

Johnny L. Chavez
Mayor

ATTEST:

Helen P. Chavez
Town Clerk:

APPROVED AS TO FORM:

Attorney

EXHIBIT "A"

DATE:

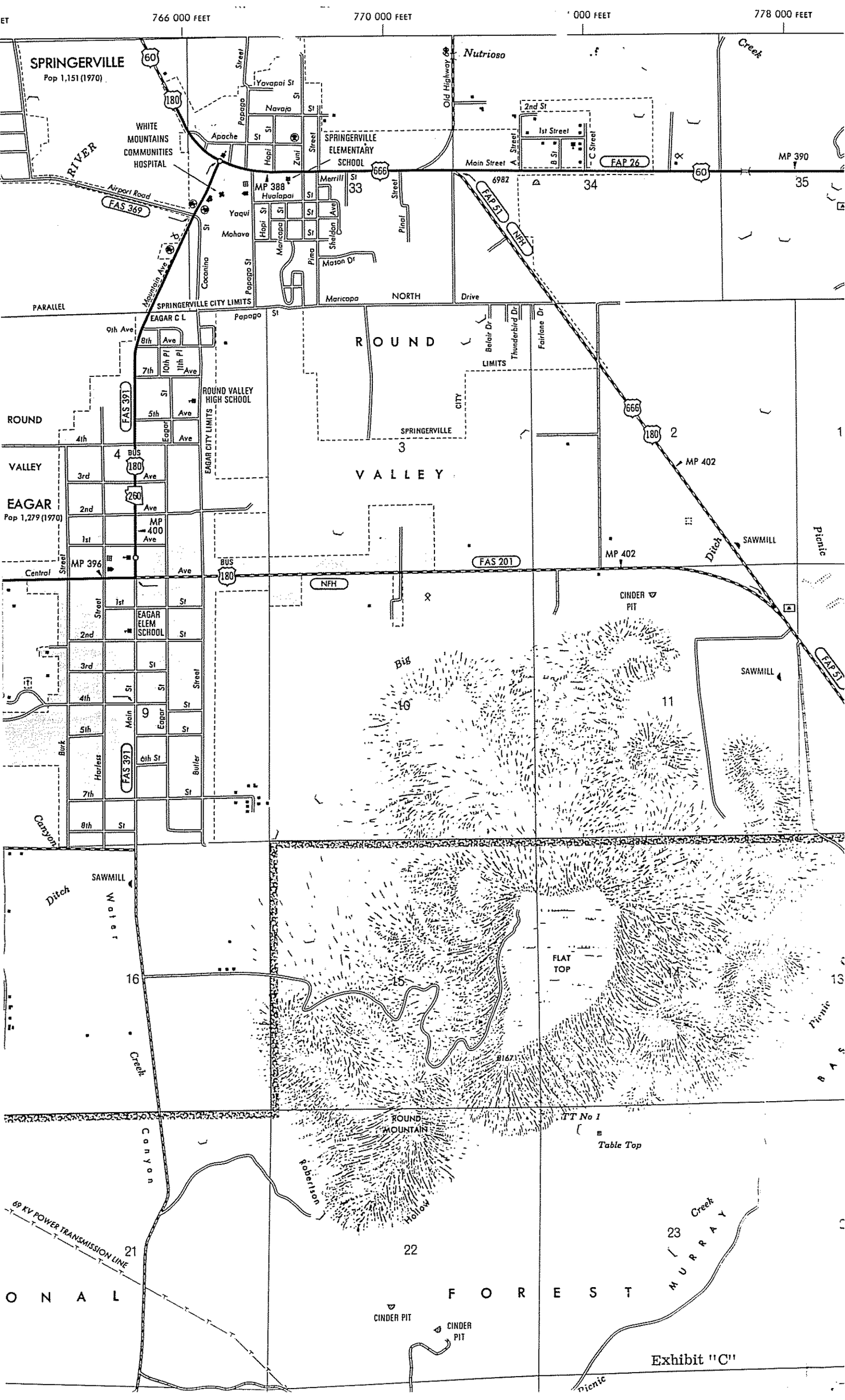
TO: SPRINGERVILLE TOWN COUNCIL

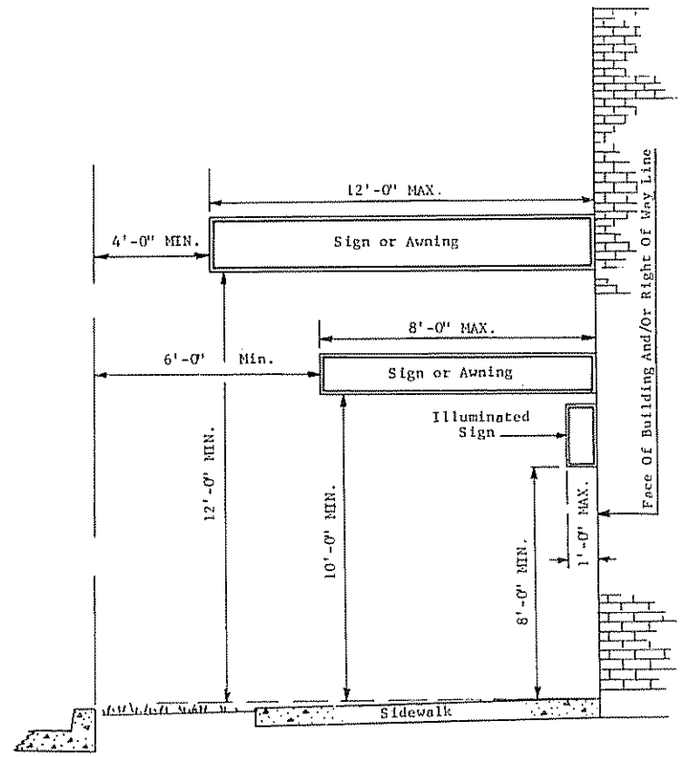
FROM: TOWN ATTORNEY

RE: INTERGOVERNMENTAL MAINTENANCE AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF SPRINGERVILLE

I have determined that the above agreement is in proper form and that the TOWN is authorized under the laws of the State of Arizona to enter into it.

EXHIBIT "B"


766 000 FEET
770 000 FEET
778 000 FEET
SPRINGERVILLE
Pop 1,151 (1970)
WHITE MOUNTAINS COMMUNITIES HOSPITAL
SPRINGERVILLE ELEMENTARY SCHOOL
Nutrioso
Old Highway
Yovapai St
Navajo St
Apache St
Hopi St
Zuni St
Papago Street
Main Street
2nd St
1st Street
A Street
B St
C Street
FAP 26
MP 390
MP 388
Hualapai St
Merrill St
Yaqui St
Mohave St
Maricopa St
Sheldon Ave
Pima St
Pinal Street
Mason Dr
Airport Road
FAS 369
RIVER
Mountain Ave
Coconino St
Papago St
Maricopa
NORTH
Drive
PARALLEL
SPRINGERVILLE CITY LIMITS
EAGAR C L
9th Ave
8th Ave
7th Ave
10th Pl
11th Pl
ROUND VALLEY HIGH SCHOOL
EAGAR CITY LIMITS
ROUND
VALLEY
EAGAR
Pop 1,279 (1970)
FAS 391
5th Ave
4th Ave
3rd Ave
2nd Ave
1st Ave
MP 400
MP 396
Central Street
Eagar St
BUS 180
260
FAS 201
NFH
FAP 51
6982
MP 402
SAWMILL
Ditch
Picnic
CINDER PIT
EAGAR ELEM SCHOOL
Main St
Harless
Burk
Butler Street
6th St
7th St
8th St
Canyon
Big
Water
Creek
FLAT TOP
8167
ROUND MOUNTAIN
TT No 1
Table Top
Robertson
Hollow
69 KV POWER TRANSMISSION LINE
MURRAY
Creek
ONAL
FOREST
CINDER PIT
Picnic
Exhibit "C"



PERMIT NEEDED

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.

2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.

3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.

4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.

5. Illuminated signs attached to a building facing the R/W are permitted as shown.

6. An outdoor advertising permit is required for off premise signs.

7. Ground supported or portable signs shall not be placed within any right of way areas.

DESIGN APPROVED	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS	REV DATE
APPROVED FOR DISTRIBUTION	PERMIT REGULATIONS FOR SIGNS AND AWNINGS	PLAN NO. 22-5505 7/77 FORMERLY 22-2281

Exhibit "D"

This Declarations page, with "GENERAL POLICY PROVISIONS" Form 8117, Coverage Parts, and endorsements, if any, issued to form a part thereof, completes the below numbered Casualty Insurance Policy.

THE HARTFORD INSURANCE GROUP HARTFORD, CONNECTICUT

[1] Hartford Fire Insurance Company
[5] Hartford Accident and Indemnity Company
[3] Hartford Casualty Insurance Company
[4] New York Underwriters Insurance Company
[7] Twin City Fire Insurance Company

Hartford, Connecticut 06115

The INSURER shall be the Company designated herein by Co. Code: Co. Code 5

POLICY NO. 59 C 624804

DECLARATIONS

Previous Policy No. 59 C 623505

Items

1. **Named Insured and Address** → TOWN OF SPRINGERVILLE
SPRINGERVILLE
ARIZONA

The *named insured* is: [ ] *Individual* [ ] *Partnership* [ ] *Corporation* [ ] *Joint Venture* [X] *Other* TOWN

2. **Policy Period** → From 06 07 78 To 06 07 79

12:01 A. M., standard time at the address of the *named insured* as stated herein.

Audit Period: Annual, unless otherwise stated. [ ] Semi-Annual [ ] Quarterly [ ] Monthly

Producer's Name and Address: DEWEY H FARR & MTN IND INS AGCIES

Agent Code: 300118

3. The advance premium for this policy is as stated below. Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUMMARY OF ADVANCE PREMIUMS

COVERAGE PARTS	ADVANCE PREMIUM
Comprehensive General Liability Insurance	$ 3,324.00
Comprehensive Automobile Liability Insurance	$
Automobile Medical Payments Insurance	$
Uninsured Motorists Insurance	$
Automobile Physical Damage Insurance	$
Premises Medical Payments Insurance	$
Contractual Liability Insurance	$
Personal Injury Liability Insurance	$
Garage Insurance	$
	$
	$

Form Numbers of Coverage Parts and endorsements not listed on Coverage Parts forming part of Policy at issue: AL57-0 L3503-0

TOTAL ADVANCE PREMIUM $ 3,324.00

If Policy Period more than one year: Gross Premium $ Discount $ Net Premium $

Premium is payable: On effective date of Policy $ 1st Anniversary $ 2nd Anniversary $

4. Business of the *named insured* is → TOWN

5. During the past 3 years no Insurer has cancelled insurance, issued to the *named insured*, similar to that afforded hereunder unless otherwise stated herein.

gc 06 20 78

RECEIVED

Countersigned by Mickey Becker *Authorized Agent*

Form AL-51-0 Printed in U. S. A.

"Exhibit E"

DISTRICT VII OFFICE

Premium Installment **THE HARTFORD**

Named Insured and Address

This endorsement forms a part of Policy No. 59 C 624804 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said Policy unless another effective date is stated herein.

Effective date ..... 12:01 A. M., standard time at the address of the named insured as stated herein.

It is hereby understood and agreed that the ORIGINAL (Insert "original" or "additional" or "return") Premium of $ 3,324.00

will BE PAYABLE IN (Insert "be payable in" or "reduce the") TWO (2) installments as outlined in "Schedule of Payments."

SCHEDULE OF PAYMENTS

NO.	DUE DATE OF PAYMENT	BODILY INJURY & PROPERTY DAMAGE LIABILITY EXCEPT AUTO	BODILY INJURY & PROPERTY DAMAGE LIABILITY AUTO	AUTO PHYSICAL DAMAGE		TOTAL
1	06 07 78	1,994.00				1,994.00
2	12 07 78	1,330.00				1,330.00
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
TOTALS		3,324.00				3,324.00

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Mickey Becker
Authorized Agent

Form AL-57-0 Printed in U. S. A.

Comprehensive General Liability Insurance Coverage Part

THE HARTFORD

This Coverage Part forms a part of Policy No. 59 C 624804 issued by THE HARTFORD INSURANCE GROUP Company designated therein, and takes effect as of the effective date of said policy unless otherwise stated herein.

(For use only if this Coverage Part is effective after the effective date of the Policy)
This Coverage Part is effective ..... (at the hour stated in the policy) and forms a part of the above designated policy issued to .....

The Company, in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the *named insured* as follows:

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premiums	Limits of Liability
A — Bodily Injury Liability	$ 2,763.00	$ 100 ,000 each occurrence $ 100 ,000 aggregate
B — Property Damage Liability	$ 561.00	$ 25 ,000 each occurrence $ 25 ,000 aggregate

Rating Classifications Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Code No.	Premium Bases	Rates B.I.	Rates P.D.	Advance Premiums B.I.	Advance Premiums P.D.
(a) Premises — Operations		(a) Area (b) Frontage (c) Remuneration (d) Receipts	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per $100 of Remun. (d) Per $100 of Receipts			
(b) Escalators		(e) Landings	(e) Per Landing			
(c) Independent Contractors		(f) Cost	(f) Per $100 of Cost			
(d) Completed Operations		(g) Receipts	(g) Per $1,000 of Receipts			
(e) Products		(h) Sales	(h) Per $1,000 of Sales			
		i)MILE j)GALS k)ACRES	i)PER MILE j)PER 1,000,000 GALS k)PER ACRES			
AS PER SCHEDULE L3125-2						

Form Numbers of Endorsements forming part of this Coverage Part at issue:
L3125-2 L3047-0 L3005-0 AL8-1B(GH88) L3084-3

TOTAL ADVANCE PREMIUMS $ 2,763.00 561.00

If the Policy Period is more than one year, the Premium is Payable: L3222-0

On effective date of Policy $ **1st Anniversary $** **2nd Anniversary $**

The conditions and provisions printed on pages CGL-2 and CGL-3 of this form are hereby referred to and made a part hereof.

This Coverage Part shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this Coverage Part takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this Coverage Part.

Countersigned by Mickey Becker
Authorized Agent

Extension Schedule for CGL, OLT or MC Coverage Parts of Casualty Insurance Policy or SMP Policy — Section II

THE HARTFORD

This schedule forms a part of Policy No. 59 C 624804 and is an extension of the schedule of the _____ Coverage Part(s) forming a part thereof, issued to _____

by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date _____ 12:01 A.M., standard time.

RATING CLASSIFICATIONS
Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

Code No.	Premium Bases	Rates BI	Rates PD	Advance Premiums BI	Advance Premiums PD
A) PREMISES-60400 CITY HALL RATED AS BLDGS OR PREMISES BANK OR OFFICE PREMISES ABOVE GRADE FLOOR COMPRISING 50% OR MORE OF THE BUILDING AREA & OCCUPIED EXCLUSIVELY BY EMPLOYEES OF THE INSURED 11111 - OLT MPD SPC	a)800	.873	.015	7.00 2.00	1.00
93151-STREETS, ROADS OR HIGHWAYS WITHOUT SIDEWALKS INCLUDING BRIDGES OR CULVERTS BUT EXCLUDING TOLL ROADS, TOLL BRIDGES & DRAWBRIDGES EXISTENCE ONLY	i)13 MI	17.010	2.952	221.00	38.00
49521-SEWERS STORM OR SANITARY	i) 5	7.938	2.140	40.00	11.00
86414-PARKS OR PLAYGROUNDS	k)1ST NEXT 4 NEXT 15	17.010 3.402 2.268	3.690 .738 .5535	65.00 INCL INCL	15.00 INCL INCL
[illegible] INCLUDING ALL BUILDINGS ON PROPERTY EXCEPT PRIVATE RESIDENCES	k)20	2.608	.0516	52.00	1.00
82310 A)PREMISES LIABRARIES 11111 OLT MPD STD	a)1,189	2.268	.0088	27.00	15.00
79415S-GRANDSTANDS OR BLEACHERS	FLAT CHRG	126.000	16.400	126.00	16.00
58151S-A)PREMISES RESTAURANTS-(IN					

Extension Schedule for
CGL, OLT or MC Coverage Part
of Casualty Insurance Policy or
SMP Policy — Section II

THE HARTFORD

This schedule forms a part of Policy No. 59 C 624804, and is an extension of the schedule of the _____ Coverage Part(s) forming a part thereof, issued to _____ by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date _____ 12:01 A.M., standard time.

RATING CLASSIFICATIONS
Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

Code No.	Premium Bases	Rates BI	Rates PD	Advance Premiums BI	Advance Premiums PD
WHICH THE ANNUAL SALES OF ALCOHOLIC BEVERAGES ARE LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANT)	a)880	15.876	.221	140.00	2.00
11111 OLT MPD SPC					35.00
58151 E)PRODUCTS RESTAURANTS-IN WHICH THE ANNUAL SALES OF ALCOHOLIC BEVERAGES ARE LESS THAN 75% OF THE TOTAL ANNUAL RECEIPTS OF THE RESTAURANT	H)IF ANY	.882	.0211		
A) OPERATIONS					
93131-FIREMEN	c)1,210	.402	.088	5.00	1.00
93141-POLICEMEN	c)34,300	1.296	.0491	445.00	17.00
49411XCU-WATERWORKS INCLUDING OUTSIDE SALESMEN, COLLECTORS & METER READERS INCLUDING COMPLETED OPERATIONS, EXCEPT WITH RESPECT TO THE INSTALLATION SERVICES OR REPAIR OF APPLIANCES	c)18,500	1.555	.655	288.00	121.00
93111-MUNICIAPL, TOWNSHIP, COUNTY OR STATEE EMPLOYEES	c)43,800	1.296	.239	568.00	105.00
16112XCU-STREET OR ROAD CONSTRUCTION OR MAINTENANCE STATE, COUNTY CITY OR OTHER GOVERNMENTAL UNITS	c)33,000	1.685	.265	556.00	87.00
16225XCU-GAS MAINS OR CONNECTIONS CONSTRUCTION TUNNELING					

Extension Schedule for CGL, OLT or MC Coverage Part of Casualty Insurance Policy or SMP Policy — Section II

THE HARTFORD

This schedule forms a part of Policy No. 59 C 624804, and is an extension of the schedule of the _____ Coverage Part(s) forming a part thereof, issued to _____

by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date _____ 12:01 A.M., standard time.

RATING CLASSIFICATIONS
Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

Code No.	Premium Bases	Rates BI	Rates PD	Advance Premiums BI	Advance Premiums PD
AT STREET CROSSINGS	c)6,930	1.944	.882	135.00	61.00
16292-C) INDEPENDENT CONTRACTORS CONSTRUCTION OPERATIONS OWNER (NOT RAILROADS) EX-CLUDING OPERATIONS ON BOARD SHIPS	f)16,500	.0285	.0138	5.00	2.00
OCP MPD STD-17982				11.00	7.00
494113 B)PRODUCTS WATERWORKS	j)2,420,000	.193	.123		
39982-PRODUCTS MPD SPC				70.00	26.00

(2) the *collapse hazard* in connection with operations identified in this policy by a classification code number which includes the symbol "c".

(3) the *underground property damage hazard* in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) if the *named insured* is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the *named insured* with respect to the conduct of such a business;

(b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured;* and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,

(i) an employee of the *named insured* while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the *named insured* any such equipment registered in the name of the *named insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

(1) *bodily injury* to any fellow employee of such person injured in the course of his employment, or

(2) *property damage* to property owned by, rented to, in charge of or occupied by the *named insured* or the employer of any person described in subparagraph (ii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured.*

III. LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage,* or (3) claims made or suits brought on account of *bodily injury* or *property damage,* the company's liability is limited as follows:

Coverage A — The total liability of the company for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the company for all damages because of (1) all *bodily injury* included within the *completed operations hazard* and (2) all *bodily injury* included within the *products hazard* shall not exceed the limit of *bodily injury* liability stated in the schedule as "aggregate".

Coverage B — The total liability of the company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the company for all damages because of all *property damage* to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of *property damage* liability stated in the schedule as "aggregate":

(1) all *property damage* arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including *property damage* for which liability is assumed under any *incidental contract* relating to such premises or operations, but excluding *property damage* included in subparagraph (2) below;

(2) all *property damage* arising out of and occurring in the course of operations performed for the *named insured* by independent contractors and general supervision thereof by the *named insured,* including any such *property damage* for which liability is assumed under any *incidental contract* relating to such operations, but this subparagraph (2) does not include *property damage* arising out of maintenance or repairs at premises owned by or rented to the *named insured* or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all *property damage* included within the *products hazard* and all *property damage* included within the *completed operations hazard.*

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured.*

Coverages A and B — For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence.*

IV. POLICY TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs within the *policy territory.*

THE HARTFORD

This endorsement forms a part of Policy No. 59 C 624804 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Named Insured and Address

Effective date .....12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

GH 88

IT IS AGREED THAT THE INSURANCE DOES NOT APPLY TO BODILY INJURY TO ANY VOLUNTEER FIREMAN, WHETHER OR NOT A MEMBER OF THE NAMED INSURED'S ORGANIZATION, WHILE IN THE COURSE OF HIS DUTIES AS SUCH.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.

Countersigned by Mickey Becker
Authorized Agent

Form AL-6-1 B Printed in U.S.A. ISO: