

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: AMENDMENT

Original CMS # **XN3NN**
(To be filled in by department)

Amendment CMS # **BZRMV**
(To be filled in by department)

Contract # **9370**
(As originally issued by Auditor)

CONTRACTOR NAME: UNIVERSAL BUILDING SERVICES

Subject of Contract: Janitorial Services for City Facilities (option year #4)

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
3 Original Contracts (Department, Vital Record and Vendor) in folders				
*The Vital Record contract MUST be in a folder.				
*Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Federally Funded Project Requirement ONLY : Debarment status printout (\$25,000 and above)		<input type="checkbox"/>		<input checked="" type="checkbox"/>
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution # <u>66.194-N.S. (CHUNIS)</u>		<input checked="" type="checkbox"/>		<input type="checkbox"/>

Berkeley Business License # _____

Requisition # to come in 1517 (Hard copy attached)

Purchase Order # various

Budget Code 010-9701-410-30-33 Various.

Council Approved Amount \$3,137,000.00

Was there any advance payment? No Yes **If Yes, Advanced Amount \$** _____

	If Yes, Purchase Order # _____
Original contract amount	\$ <u>1,830,000</u>
Amount/s added by previous amendment/s (if applicable)	\$ _____
Amount added by this amendment	\$ <u>1,307,000</u>
Total/cumulative contract amount after amendment	\$ <u>3,137,000</u>
Contingency	\$ _____
TOTAL NOT TO EXCEED AMOUNT	\$ <u>3,137,000</u>

Routing and signatures:

All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

<u>HENRY OYEKANMI</u>	<u>Finance</u>	<u>x7326</u>	<u>27MAY16</u>
1. Project Manager (PRINT NAME)	Department	Phone No.	Date
<u>Kathy Gregovich</u>	<u>Kathy Greg</u>	<u>27MAY16</u>	
2. Department Administrative Officer/Accounting		Date	
<u>Henry Oyeekanmi</u>		<u>27MAY16</u>	
3. Department Head		Date	
<u>Dennis Dang</u>		<u>5/25/16</u>	
4. Contract Administrator		Date	
<u>Patricia Mundy for</u>		<u>6/16/16</u>	
5. Budget Manager		Date	

EXECUTED

JUN 09 2016

Routing continues to the following persons, who sign directly on the contract:

- 6. **City Manager** (Will not sign unless all signatures and dates appear above)
- 7. **City Auditor** (Initials UMB/3/16) (FA)
- 8. **City Clerk:** CMS Login MW 6-13-16 Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418>

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: AMENDMENT

City of Berkeley Contract Amendment Data Transmittal

(To be completed by Project Manager)

UNIVERSAL BUILDING SERVICES

Contractor

3120 Pierce Street

Address

Richmond, CA 94804

City/State/Zip

<p>Amended Contract Number:</p> <p>_____</p>

Contract Amendment Authority

- Resolution # _____ Original Resolution # 66,194-N.S.
- Ordinance # _____ (if appropriate)
- City Manager Authorization _____

Description of Amendment/s

- Change of Services/Scope: _____
- Change of Dollars: Original Amount: \$3,137,000.00 Amended Not to Exceed Amount: \$ _____

Change of Contract Term

Change as of This Amendment or Extension:

From: 1JUL13 To: **30JUN17**

Change as of Prior Amendment (if any):

From: _____ To: _____

Original Term: From: 1JUL13 To: 30JUN16

Evidence of Insurance for Contract Amendment

Insurance	Waiver	Amount	Expiration Date	TICKLER DATE (City Clerk)
Professional Liability	<input type="checkbox"/>	\$ _____	_____	_____
General Liability	<input type="checkbox"/>	<u>\$1,000,000</u>	<u>1APR17</u>	_____
Automobile	<input type="checkbox"/>	<u>\$1,000,000</u>	<u>1APR17</u>	_____
Workers Comp.	<input type="checkbox"/>	<u>\$1,000,000</u>	<u>1APR17</u>	_____
Bond	<input type="checkbox"/>	\$ _____	_____	_____

AMENDMENT TO CONTRACT

THIS CONTRACT AMENDMENT is entered into April 4, 2016, between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, Universal Building Services and ("Contractor") a corporation, doing business at 3120 Pierce Street, Richmond, California 94804.

WHEREAS, City and Contractor previously entered into Contract Number 9370, dated, July 1, 2013, which Contract was authorized by the Berkeley City Council by Resolution No. 66,194-N.S.; and

WHEREAS, on July 1, 2014, the Scope of Services of said Contract was amended for a revision to services; and

WHEREAS, on October 19, 2015, the Scope of Services of said Contract was amended for a revision to services; and

WHEREAS, by Resolution No. 66,194-N.S., the Berkeley City Council authorized amendment of said Contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said Contract as follows:

1. Section 2. is amended to read as follows:

PAYMENT

For services referred to in Section 1, City will pay Contractor a total amount not to exceed **\$3,137,000.00**. City shall make payments to Contractor in accordance with provisions described in Exhibit BIII, which is attached to and made part of this Contract.

2. Section 3.a. is amended to read as follows;

TERM

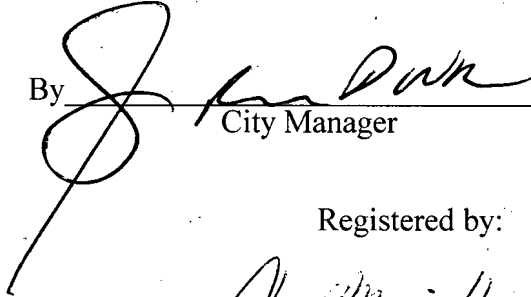
- a. This Contract shall begin on July 1, 2013 and end on June 30, 2017. The City Manager of the City may extend the term of this Contract by giving written notice.

In all other respects, the Contract dated July 1, 2013 shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written on the first paragraph of this Contract.

CITY OF BERKELEY

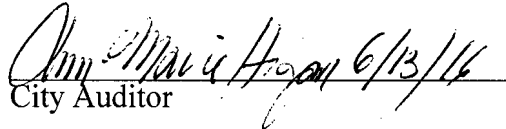
By



City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR
THE CITY OF BERKELEY
5/09

Registered by:



City Auditor

Attest:

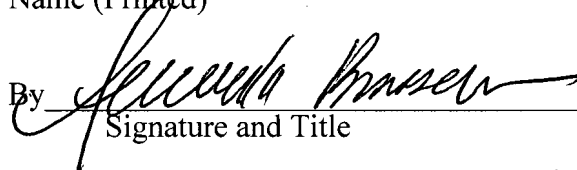


Deputy City Clerk

CONTRACTOR

LEONARD C. BRUSSEAU
Name (Printed)

By



Signature and Title

PRESIDENT

APPENDIX "BIII"

PAYMENT – OPTIONABLE YEARS

Invoices: Invoices must be fully itemized and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Invoices shall reference contract number 9370 and be addressed to the Project Manager.

Payments: The City will make payment to the vendor within 30 days of receipt of a correct and complete invoice assuming the Project Manager has approved all charges.

Total Amount of the Contract will not exceed \$3,137,000.

- Year 4 Option exercised: by this Amendment.
- Year 5 Option if exercised: pursuant to Section 3.a.

Hourly rate for any additional janitorial work needed on an "as-needed" basis = \$20.90

SCOPE OF SERVICES #1
HEALTH, HOUSING & COMMUNITY SERVICES

Location # 1 – 2640 Martin Luther King Jr. Way

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$2,050.	\$24,600.
5	7/1/17 – 6/30/18	\$2,112.	\$25,344.

Location # 2 – 2636 Martin Luther King Jr. Way

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$733.	\$8,796.
5	7/1/17 – 6/30/18	\$755.	\$9,060.

Location #3 – 3282 Adeline Street

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$786.	\$9,432.
5	7/1/17 – 6/30/18	\$810.	\$9,720.

Location #4 – 1645 Oregon Street (DELETED FROM SERVICE)

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$343.	\$4,116.
5	7/1/17 – 6/30/18	\$353.	\$4,236.

SCOPE OF SERVICES #2
PUBLIC WORKS

Location #1 – 1947 Center Street

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$8,354.	\$100,248.
5	7/1/17 – 6/30/18	\$8,605.	\$103,260.

Location #2 – North Berkeley Senior Center – 1901 Hearst Avenue

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$2,218.	\$26,616.
5	7/1/17 – 6/30/18	\$2,285.	\$27,420.

Location #3 – South Berkeley Senior Center – 2939 Ellis Street

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$1,777.	\$21,324.
5	7/1/17 – 6/30/18	\$1,830.	\$21,960.

Location #4 – West Berkeley Senior Center – 1900 Sixth Street (REDUCTION TO 2x/WEEK)

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$550.	\$6,600.
5	7/1/17 – 6/30/18	\$567.	\$6,804.

Location #5 – Public Safety Building – 2100 Martin Luther King Jr. Way

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$11,981.	\$143,772.
5	7/1/17 – 6/30/18	\$12,340.	\$148,080.

Additional Services for Location #5 as requested. (INCREASED FOR FY 2017)

- Window Cleaning (inside and outside – 1 time per year): \$1,663.45
- Jail Detention Center Cleaning (1 time per year) \$1,803.53
- Communication Center Cleaning (1 time per year) \$451.14

**SCOPE OF SERVICES #3
PARKS, RECREATION & WATERFRONT**

Location #1 – Willard Clubhouse – 2720 Hillegass Ave.

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$533.	\$6,396.
5	7/1/17 – 6/30/18	\$549.	\$6,588.

Location #2 – James Kenney Community Center – 1720 8th Street

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$2,021.	\$24,252.
5	7/1/17 – 6/30/18	\$2,082.	\$24,984.

Location #3 – Live Oak Community Center – 1301 Shattuck Ave

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$1,350.	\$16,200.
5	7/1/17 – 6/30/18	\$1,391.	\$16,692.

Location #4 – Frances Albrier Community Center – 2800 Park Street

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$1,338.	\$16,056.
5	7/1/17 – 6/30/18	\$1,378.	\$16,536.

Location #5 – Martin Luther King Jr. Community Center – 1730 Oregon St.

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$1,873.	\$22,476.
5	7/1/17 – 6/30/18	\$1,929.	\$23,148.

Location #6 – The Berkeley Marina Restrooms (INCREASED TO 7x/WEEK)

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$6,506.06	\$78,072.72
5	7/1/17 – 6/30/18	\$6,701.06	\$80,412.72

Location #7 – Berkeley Marina Office Facility – 201 University Avenue

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$174.	\$2,088.
5	7/1/17 – 6/30/18	\$179.	\$2,148.

Location #8 – Berkeley Marina Office Facility – 125-127 University Avenue (AMENDMENT A)

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$2,392.	\$28,704.
5	7/1/17 – 6/30/18	\$2,464.	\$29,568.

Location #9 – Recreation Customer Service Hub – 2701 Telegraph Avenue (AMENDMENT B)

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$924.	\$11,088.
5	7/1/17 – 6/30/18	\$952.	\$11,424.

SCOPE OF SERVICES #4
POLICE

Police Traffic Sub-station – 841 Folger Street

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$1,134.	\$13,608.
5	7/1/17 – 6/30/18	\$1,168.	\$14,016.

SCOPE OF SERVICES #5

FIRE

Fire Department Training Division – 997 Cedar St

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$826.	\$9,912.
5	7/1/17 – 6/30/18	\$851.	\$10,212.

Location #1 – Fire Station 1 – 2442 8th Street (INCREASED REVISED PRICING)

Exercisable Option Year	Term	Semi-annual Cost	Annual Cost
4	7/1/16 – 6/30/17	\$232.	\$464.
5	7/1/17 – 6/30/18	\$239.	\$478.

Location #2 – Fire Station 2 – 2029 Berkeley Way (INCREASED REVISED PRICING)

Exercisable Option Year	Term	Semi-annual Cost	Annual Cost
4	7/1/16 – 6/30/17	\$638.	\$1,276.
5	7/1/17 – 6/30/18	\$657.	\$1,314.

Location #3 – Fire Station 3 – 2710 Russell Street (INCREASED REVISED PRICING)

Exercisable Option Year	Term	Semi-annual Cost	Annual Cost
4	7/1/16 – 6/30/17	\$290.	\$580.
5	7/1/17 – 6/30/18	\$299.	\$598.

Location #4 – Fire Station 4 – 1900 Marin Avenue (INCREASED REVISED PRICING)

Exercisable Option Year	Term	Semi-annual Cost	Annual Cost
4	7/1/16 – 6/30/17	\$290.	\$580.
5	7/1/17 – 6/30/18	\$299.	\$598.

Location #5 – Fire Station 5 – 2680 Shattuck Avenue (INCREASED REVISED PRICING)

Exercisable Option Year	Term	Semi-annual Cost	Annual Cost
4	7/1/16 – 6/30/17	\$116.	\$232.
5	7/1/17 – 6/30/18	\$119.	\$238.

Location #6 – Fire Station 6 – 999 Cedar Street (INCREASED REVISED PRICING)

Exercisable Option Year	Term	Semi-annual Cost	Annual Cost
4	7/1/16 – 6/30/17	\$290.	\$580.
5	7/1/17 – 6/30/18	\$299.	\$598.

Location #7 – Fire Station 7 – 3000 Shasta Road (INCREASED REVISED PRICING)

Exercisable Option Year	Term	Semi-annual Cost	Annual Cost
4	7/1/16 – 6/30/17	\$232.	\$464.
5	7/1/17 – 6/30/18	\$239.	\$478.

Additional Services as requested: Price to be firm for the entire contract term. **(INCREASED FOR FY 2017)**

- Carpet Clean (steam clean all carpets): \$214.
- Chair Fabric Cleaning (steam clean fabric on chair; approximately 50 chairs): \$386.
- Window Cleaning (inside and outside): \$144.
- Yard Maintenance (general clean-up): \$386.

SCOPE OF SERVICES #6
PLANNING

Planning Department – 2120 Milvia Street

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$2,912.	\$34,944.
5	7/1/17 – 6/30/18	\$2,999.	\$35,988.

SCOPE OF SERVICES #7
ANIMAL SHELTER

Animal Shelter – 1 Bolivar Drive

Exercisable Option Year	Term	Monthly Cost	Annual Cost
4	7/1/16 – 6/30/17	\$2,468.	\$29,616.
5	7/1/17 – 6/30/18	\$2,542.	\$30,504.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2016

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 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).

PRODUCER InterWest Insurance Services, LLC License #0B01094 100 Pringle Avenue, Suite 550 Walnut Creek CA 94596	CONTACT NAME: Lori Wagner PHONE (A/C, No, Ext): 925-977-4101 E-MAIL ADDRESS: lwagner@iwins.com	FAX (A/C, No): 925-977-4141	
	INSURER(S) AFFORDING COVERAGE		
INSURED Universal Building Services and Supply Company 3120 Pierce Street Richmond CA 94804	INSURER A: Financial Pacific Ins Company		NAIC # 31453
	INSURER B: Cypress Insurance Company		10855
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 4869760** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		60474701	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		60474701	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UNWC701153	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Kamotproa; Services. The City of Berkeley, its officers, agents, volunteers and employees are named as additional insureds with respect to General and Automobile Liability per attached endorsements. Coverage is Primary and non-contributory per attached gl endorsement.

CERTIFICATE HOLDER City of Berkeley, California 2180 Milvia St. Berkeley CA 94704	CANCELLATION 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
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SECTION II - LIABILITY COVERAGE - Amendments**WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

BLANKET ADDITIONAL INSUREDS

Any person or organization with whom you agreed, pursuant to a written contract, to provide insurance such as is afforded under this Coverage Part, but only to the extent that the person or organization is held liable for your acts or omissions with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract has been executed prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, identified in this section, and is permitted by law.

BROAD FORM NAMED INSURED

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

EMPLOYEES AS INSURED - HIRED AUTOS

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

EMPLOYEES AS INSURED - NONOWNED AUTOS

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business.

COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Supplementary Payments is amended as follows:

We will pay up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments**AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

EXPANDED TOWING COVERAGE

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

EXPANDED TRANSPORTATION EXPENSE

Coverage Extensions - Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after

POLICY NUMBER: 60474701

the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

EXTRA EXPENSE – STOLEN AUTOS

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

HIRED CAR PHYSICAL DAMAGE COVERAGE

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If Comprehensive, Specified Causes of Loss or Collision coverage is provided to all owned autos by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the minimum coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - a) The operational safety of the vehicle might otherwise be impaired;
 - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
 - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
 - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
 - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

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For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

LOAN/LEASE GAP COVERAGE

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay up to a maximum of \$15,000 the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

PERSONAL EFFECTS COVERAGE

We will pay up to \$400 for "loss" to wearing apparel and other personal effects, which are:

1. Owned by an "insured;" and
2. In or on your covered "auto;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.

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- 2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b) The number of days shown in the Schedule.
- 3. This coverage applies only to a covered "auto" for which there is Comprehensive, Specified Causes of Loss or Collision Coverage provided on this covered "auto." If there is no Collision Coverage for a covered "auto," then Rental Reimbursement Coverage will not apply to a Collision loss involving that covered "auto."
- 4. Our payment is limited to the lesser of the following amounts:
 - a) Necessary and actual expenses incurred.
 - b) \$75 for any one day or for a maximum of 30 days.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- 7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA 9923 on this policy.

WAIVER OF DEDUCTIBLE – GLASS

Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS – Amendments

LOSS CONDITIONS

KNOWLEDGE OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the

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subsequent investigation of such claims or "suits", under DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, do not apply until the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation;
- 4. Your members, managers or insurance manager, if you are a limited liability company;
- 5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property, which was subject to the "loss."

BLANKET WAIVER OF SUBROGATION

Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss," provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

GENERAL CONDITIONS

UNINTENTIONAL ERRORS OR OMISSIONS

Concealment, Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION V – DEFINITIONS - Amendment

MENTAL ANGUISH

The definition of "bodily injury" is amended to include mental anguish resulting from any "bodily injury," sickness or disease sustained by a person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders; or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: 4/1/2016

Endorsement EXPIRATION DATE: 4/1/2017