

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Amendment#: 1387-A2

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND TESTING ENGINEERS, INC.

THIS SECOND AMENDMENT is made and entered into this 12 day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and TESTING ENGINEERS, INC., hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section III. COMPENSATION AND PAYMENT of Agreement No. 1387, to read as follows:

"A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A", Scope of Services – revised hourly rates. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. Hourly rates will not be revised for the term of the agreement."

2. Pursuant to Section EXHIBIT "A" SCOPE OF SERVICES. 2. COMPENSATION of Agreement No. 1387, to read as follows:

"CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in the revised Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in the purchase order. The detailed scope of work for each task/project will remain in effect for the term of the approved purchase order setting forth the scope of work and the fee for the scope of work with no hourly increases until the task/project is complete."

3. Pursuant to Section XXII. AGREEMENT TERM of Agreement No. 1387, to read as follows:


"This agreement shall remain in effect for the period of July 1, 2019 through June 30, 2020 unless extended, amended or terminated in writing by City."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 1387 remain the same.

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

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:


Signature


GARY SNYDER
Printed name

95-1786798
Tax ID#

6/5/19
Date

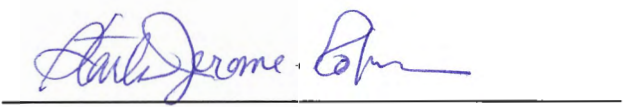
PRESIDENT
Title

APPROVED AS TO FORM:


William L. McClure, City Attorney

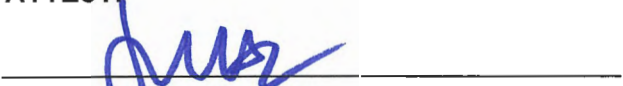
6/12/19
Date

FOR CITY OF MENLO PARK:


Starla Jerome-Robinson, City Manager

6/12/19
Date

ATTEST:


Judi A. Herren, City Clerk

6/13/19
Date

EXHIBIT "A"
SCOPE OF SERVICES

1. **SCOPE OF WORK** FIRST PARTY agrees to provide consultant services for CITY's Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

2. **COMPENSATION** CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in paragraph five (5) below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

3. **SCHEDULE OF WORK** FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

4. **CHANGES IN WORK -- EXTRA WORK** In addition to services described in Section 1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and CONSULTANT shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Engineering Services Manager.

5. **BILLINGS** FIRST PARTY's bills shall include the following information: A brief description of services performed; The date the services were performed; The number of hours spent and by whom; The current contract amount; The current invoice amount; The FIRST PARTY's signature; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section 2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.



TESTING ENGINEERS, INC

Revised Hourly Rates

General Authorization/Fee Schedule for Field & Laboratory Services

FEES EFFECTIVE July 1, 2019 THROUGH June 30, 2020

2019 - 2020 SCHEDULE OF FEES AND CHARGES

PROFESSIONAL SERVICES

	Per Hour
Principal Engineer.....	\$ 300.00
Consulting Engineer.....	175.00
Metallurgical Engineer.....	150.00
Staff Engineer.....	130.00
Project Manager.....	120.00
Materials Science/Construction Specialist.....	125.00
Laboratory Technician.....	108.00
Clerical/Administrative Assistant.....	70.00

FIELD SERVICES

	Per Hour
Special Inspection – Concrete, Welding, Masonry, ...	\$ 116.00
Anchors, Proof Load, Shotcrete, Reinforcing Steel, etc.	
Soils - Compaction, Sampling, Asphaltic Concrete, etc.	116.00
Coring – One man w/ Equip.....	150.00
Portable Digital Reinforcing Scanner.....	140.00
Surface Penetrating Radar.....	150.00

EQUIPMENT CHARGES

(Add to Hourly Base Labor Rates)

Nuclear Density Probe.....	\$ 17.00
Magnetic Particle, & Dye Penetrant.....	15.00
Proof-Load Equipment & Ultrasonic Equipment.....	15.00
Windsor Probe, Schmidt Hammer & Elcometer.....	15.00
Torque Wrench & Bolt Tension Calibrator for HSB.....	15.00

CONCRETE LABORATORY

	Each
Compression Test, 6x12 Cylinder ASTM C39	\$ 42.00
Cylinders Stored and Cured (Hold Cylinders 28 days).....	42.00
Cylinder Molds.....	3.00
Flexural Test, 6x6x8... ASTM C78	140.00
Splitting Tensile, 6x12 Cylinder ASTM C496	65.00
Unit Weight of Concrete Cylinder ASTM C567	40.00
Shrinkage..... ASTM C-157 Mod Set of 3	380.00
Review of Mix Design.....	300.00
Trial Batches, (Prepared in lab, exclud cyl testing).....	600.00
Cylinder Pick-up, Zone 1, 0-40 Miles.....	99.00
Compression of Cores..... ASTM C42	85.00
Production of Shotcrete Panels, 4 Cores & Compression.....	385.00
Coring of Pre-Construction Shotcrete Panel, Compression & Evaluation (per nozzleman).....	900.00

Compression Test, 2x2x2 Cubes.....	50.00
Modulus of Elasticity 6 x 12 ASTM C469.....	380.00
Light Weight Insulating Concrete:	
-- 3" x 6" Cylinders ASTM C-495	50.00
-- Compression Test, Including Mold.....	41.00
-- Unit Weight Test, Including Mold.....	80.00

MASONRY LABORATORY

	Each
Compression Test	
Mortar 2x4 Cylinder.....	\$ 42.00
Block ASTM C140.....	80.00
Grout Specimen, 4x4x8.....	42.00
Composite Grouted Prism.....	175.00
Cores (Face Shell Shear or Comp.).....	85.00
Absorption, Moisture and Content ASTM C140.....	110.00
Unit Weight.....	55.00
Linear Shrinkage – ASTM C426.....	*QOR
Tensile Test – CMA Method.....	*QOR
Non Standard Block (All Tests).....	*QOR

METALLURGICAL SERVICES

	Each
Reinforcing Steel: ASTM A-615 & A-706	
Tensile Test #3 - #8 bars.....	\$ 60.00
Tensile Test #9 - #11 bars.....	90.00
Tensile Test #14 bar.....	300.00
Structural Steel (<i>not including machining</i>)	
a. Tensile Tests	
- Specimens up to 1 sq.in.....	55.00
- Specimens up to 1½ sq.in.....	95.00
- Specimens over 1½ sq.in.....	200.00
b. Bend Test.....	45.00
c. Weldment Testing (<i>not including machining</i>):	
Tensile Test, Reduced Section.....	65.00
Bend Test – side, face, root.....	45.00
Macroetch Test.....	75.00
Charpy Impact Test.....	40.00

**Items a, b and c may require machining or extensive preparation. Prices will be quoted on request.*

NDT FIELD TESTING SERVICES

	Per Hour
A. NDT Services VT, MT, PT.....	\$ 131.00
Ultrasonic Testing (UT).....	131.00





SOILS LABORATORY

Plasticity Index ASTM D-4318	\$ 200.00
Compaction Curves.....ASTM D-1557:	
4"	275.00
6"	300.00
Calif. 216	300.00
"R" (Resistance) Value (Min. 3 Pts.)	Calif. 301
Includes Untreated Soils.....	325.00
Includes Lime, Cement or Other Additives.....	300.00
California Bearing Ratio, Per Point ASTM D-1883	200.00
Moisture Content Determination ASTM D-2216.....	25.00
Soil Classification, ASTM D-2487.....	350.00
(Includes Sieve Analysis and Plasticity Index)	

AGGREGATES LABORATORY

Sieve Analysis: ASTM C-136, Calif. 202	
Coarse	\$ 90.00
Fine	105.00
Combined	170.00
Specific Gravity, (Includes Absorption)	
Coarse, ASTM C-127	140.00
Fine, ASTM C-128	140.00
Cleanness Value (1" Maximum) Calif. 227	185.00
Sand Equivalent Calif. 217	120.00
Durability Index..... Calif. 229	
Coarse	160.00
Fine	160.00
Combined	275.00
Crushed Particles, Coarse or Fine Calif. 205.....	130.00
Sodium or Magnesium Sulfate Soundness	
<i>does not</i> Include Sample Preparation or	
Sieve Analysis – Per Size Fraction (5 Cycles)	
..... ASTM C-88, Calif. 214	150.00
Los Angeles Rattler ASTM C-131, Calif. 211.....	230.00
Los Angeles Rattler ASTM C-535	310.00
Unit Weight of Aggregate ASTM C-29	80.00
Organic ImpuritiesASTM C-40.....	100.00
Flat and Elongated Particles, Per Size	
Fraction ASTM D-4791	120.00

ASPHALTIC CONCRETE LABORATORY

Stability Tests, Premixed per Sample Hveem (Per Specimens)	
.....Calif. 366, D-1560	80.00
Marshall: ASTM D-6926 / D-6927	
3 Specimens, Includes Unit Weights	270.00
1 Specimen, Includes Unit Weight	100.00
Bitumen Content, Ignition Oven.....	190.00
Gradation on Extracted Sample ASTM D5444.....	165.00
Asphalt Stripping ASTM D-1664, Calif. 302.....	150.00
Maximum Theoretical Unit Weight (Rice Gravity)	
..... ASTM D-2041	150.00
Unit Weight (on Hveem Sample)	
..... Calif. 308C	12.00
Unit Weight on Core..... Calif. 308C.....	24.00
Unit Weight on Cores (SSD)	
..... ASTM D-2726.....	35.00
Unit Weight (Paraffin Coated),	
..... ASTM D-1188, Calif. 308A	40.00
Thickness of Asphalt Cores	
..... ASTM D-3549.....	12.00
Unit Weight, Including Lab Compaction of	
Specimen Calif. 304 & 308C.....	70.00
Wet Track Abrasion Tests D-3910.....	80.00

FIREPROOFING

	Each
Unit Weight	ASTM E-605..... \$ 75.00
Adhesion-Cohesion	75.00

FINAL REPORT/Affidavits

Principal Engineer, Per Hour	\$ 300.00
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MISCELLANEOUS

Storage Charge Per Week	\$30.00
Laboratory Test Fees Subject to a Minimum.....	200.00
Trip Charge/Local.....	25.00

**FOR A COMPLETE LISTING OF SERVICES
PLEASE CONTACT OUR OFFICE.**





BASIS OF CHARGES

Fees for tests and inspection include cost of technician, professional reports and engineering supervision. Engineering services other than supervisory will be charged at applicable rates. Inspection services are charged portal to portal from dispatch location and may be subject to mileage charges. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request.

The proposed fee rates will be in effect through June 30, 2019. After that date, the unit rates are subject to an annual increase of seven percent (7%) per year.

REPORT DISTRIBUTION

Fees for additional distribution (other than standard distribution of 4) will be charged \$25.00 each set-up.

MINIMUM HOURLY CHARGES -- INSPECTION

Technician personnel are members of the Operating Engineers Union (AFL-CIO) Local No. 3 and the following minimum charges are contractual commitments:

- One-half day or less..... 4 hours
- Over one-half day 8 hours
- Show-up time (no inspection performed)..... 2 hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours starting 4:00 a.m. and 2:00 p.m. Monday through Friday. Premium time is as follows:

- Overtime, weekdays and Saturdays (first 8 hours) Applicable rate x 1.5
- Overtime, Saturdays (over 8 hours) and Sundays (first 8 hours)..... Applicable rate x 2.0
- Overtime, Sundays (over 8 hours) and Holidays Applicable rate x 2.5
- Shift differential, swing, and graveyard, starting before 4:00 a.m. and after 2:00 p.m.....\$12.00 per hour

MISCELLANEOUS CHARGES

- Parking Fees and Bridge TollsAt Cost
- Air Travel Subsistence, Outside ServicesCost plus 20%
- Mileage, *per mile* \$0.75
- *File / Archive Retrieval, *Per File*..... \$150.00

**Files that are more than 1 year old will be subject to this fee.*

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be furnished upon request. There will be a minimum charge of \$150.00 for any test and report. (Establishing initial project file).

Rush Testing add 25%. Rush only guarantees that your project will be given top priority.

Dedicated Rush Testing only on a case by case basis after consultation with a lab manager. With this level of service you receive a dedicated technician who will perform the testing as fast as the testing protocol allows.

FINAL REPORT OR AFFIDAVITS

There is an additional charge for a Final Letter (required by most city and county building inspection departments), or an Affidavit (required by DSA and OSHPD) for schools and hospitals.





TERMS AND CONDITIONS

The TERMS AND CONDITIONS stated below will govern the provisions of services and will constitute the contract between Testing Engineers, Inc. (TEI) and our client ("Client") unless the Client and TEI have executed a written contract with respect to such services in which case the terms and provisions of the written contract shall control.

WORKING CONDITIONS AND HOUR: Will be enforced in accordance with TEI's current agreement with the International Union of Operating Engineers, Local 3 (refer to Basis of Charges). Contractor to provide site access to inspection/testing locations. Verification of plumbness/levelness by others.

SCHEDULING: Dispatch for services are to be made a minimum of 48 to 72 hours in advance, during the business hours between 7:30 am and 4:00 pm, Monday through Friday. Twenty four (24) hour advance scheduling may not guarantee the availability of a Special Inspector. For specialized tests and inspections, or during seasonal busy periods, scheduling for services may need to be made up to 72 hours in advance.

COORDINATED INSPECTIONS: If TEI or its agents will be performing in-shop inspections of fabrication or assembly, Client understands that TEI may perform coordinated inspections and bill accordingly. Industry standards and governing codes require that continuous inspection mandate a continuous presence in the facility for fabrication or assembly.

COMPACTION TESTING Federal and State regulations require special handling and storage of materials used in compaction testing services. Workday starts at the pick-up location of Nuclear Density Gauge and ends upon returning. Applicable mileage charges apply

CANCELLATION: Two- (2) hour charge unless cancellation is made before 4:00 pm of the preceding day for local inspections within 50 mile radius of TEI's San Leandro facility.

TERMS OF PAYMENT: Upon requesting services from TEI and in consideration of the extension of credit, Client agrees to the following: invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice, and will be subject to a finance charge of 1.5%, per month of the unpaid balance for each month for additional credit and any and all collection expenses incurred thereby. A \$35.00 NSF (Non-Sufficient Funds) charge will be imposed on any and all checks returned by TEI's bank as uncollectible. Furthermore, any and all NSF checks are subject o treble damages up to the amount allowable under California Law (Chapter 522, Section 1719).

TEI reserves the right to terminate its services to Client without notice if any or all invoices are not paid currently. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against TEI, its subsidiaries, affiliates, servants and agents, for termination of work pursuant to this paragraph.

Should TEI deem it necessary to refer a past-due account to an attorney, or collection agency, or to file suit for collection, Client agrees to pay for any and all actual expenses and costs incurred thereby, including any and all attorney's fees and court costs. Jurisdiction and venue of all such actions and any other actions and any other actions arising from the agreement of the provision of services by TEI shall be in Alameda County, State of California.

ANTICIPATED COSTS: Client recognizes and agrees that any "anticipated costs", budget estimates", or like that may be prepared by TEI are NOT "guaranteed maximums", lump sums", or "not to exceed" totals. Client will be invoiced for all work performed.

INDEMNIFICATION: Client shall indemnify, defend and hold harmless TEI from and against all claims, suites, damages, losses, expenses, costs, obligations, liabilities, recoveries and deficiencies, including, but not limited to, interests, penalties and reasonable attorney's fees that TEI shall incur or suffer, which arise of result from or relate to the breach of, or failure by Client, to perform, any representation, warranty, covenant or agreement given or made by Client as set forth in this Agreement.

LIMITATION OF LIABILITY: Client and TEI agree to limit the liability, including, but not limited liability for consequential damages, of TEI, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions breaches of contract, or negligence, active affirmative, passive, concurrent or solely on the part of TEI, arising directly or indirectly from the performance of the professional services under this Agreement of TEI to \$1,000 or an amount equal to TEI's invoiced fee to client, whichever is smaller.

DOMINANT TERMS: The terms and conditions of this Agreement shall take precedence over any terms and conditions which may appear in Clients purchase order, approval of acceptance. (Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the Agreement between TEI and Client and are not bind upon TEI). The terms and conditions of this Agreement may not be altered, modified, added on or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of Testing Engineers, Inc.

Notwithstanding, any provisions in the agreement in the event of conflict or dispute between Client's purchase order or contract and this Agreement the latter shall prevail.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2019

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

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

PRODUCER Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596	CONTACT NAME: Dawn Masiewicz PHONE (A/C, No, Ext): 925-934-8500 E-MAIL ADDRESS: DawnM@heffins.com	FAX (A/C, No): 925-934-8278
	INSURER(S) AFFORDING COVERAGE	
INSURED TESTING-01 Testing Engineers, Inc. Attn: Ben Ong 2811 Teagarden Street San Leandro, CA 94577	INSURER A : The Travelers Indemnity Company of Connecticut 25682	
	INSURER B : Travelers Property Casualty Company of America 25674	
	INSURER C : U.S. Specialty Insurance Company 29599	
	INSURER D : Travelers Casualty Insurance Company of America 19046	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 416241053

REVISION NUMBER:

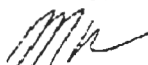
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6803J1133091847	7/15/2018	7/15/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y		BA1479R07A18	7/30/2018	7/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP009C5212261847	7/15/2018	7/15/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	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	UB2J25449519	4/1/2019	4/1/2020	<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
C	PROFESSIONAL LIABILITY			USS1828880	7/15/2018	7/15/2019	EACH OCCURRENCE	1,000,000
							AGGREGATE	2,000,000
							DEDUCTIBLE	35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with Insured. City of Menlo Park and its subsidiary agencies, and their officers, agents, employees and servants are included as an additional insured (and primary) on General Liability policy and additional insured on Automobile Liability policy per the attached endorsements, if required.

CERTIFICATE HOLDER**CANCELLATION**

City of Menlo Park Attn: Blanca T. Papas 701 Laurel Street Menlo Park, CA 94025-3483	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 
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-1J54495-19-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. INCLUDING:

ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
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A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) 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.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

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

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Crew F. Damage To Premises Rented To You G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion H. Medical Payments – Increased Limit I. Increased Supplementary Payments J. Additional Insured – Owner, Manager Or Lessor Of Premises | <ul style="list-style-type: none"> K. Additional Insured – Lessor Of Leased Equipment L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations N. Who Is An Insured – Newly Acquired Or Formed Organizations O. Knowledge And Notice Of Occurrence Or Offense P. Unintentional Omission Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract R. Amended Insured Contract Definition – Railroad Easement |
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PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above

COMMERCIAL GENERAL LIABILITY

does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the

insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;

3. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;

- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

F. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES**:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from such fire, explosion, or lightning; or
 - (5) Water,
- is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

COMMERCIAL GENERAL LIABILITY

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion a., **Knowing Violation Of Rights Of Another**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

H. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

I. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an

insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is

committed, after you have signed that written contract; and

- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and
- b. The insurance provided to such equipment lessor does not apply:
 - (1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- (2) "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II – WHO IS AN INSURED:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim Or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

COMMERCIAL GENERAL LIABILITY

- (1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
- (a) Any individual who is:
- (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or

health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT

The following is added to Paragraph 8., **Transfer of Rights of Recovery Against Others to Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

R. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.