

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

Adams-Streeter Civil Engineering, Inc.

***Main Street Pedestrian Safety Improvements and Information Technology Infrastructure
Project Z10075***

This Amendment No. 1 to Agreement for Professional Services is made and entered into as of 1/10/2023, by and between the City of Lake Elsinore, a municipal corporation ("City), and Adams-Streeter Civil Engineers, Inc., a Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of 10/11/2022, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Consultant in an amount of One Hundred forty-five thousand, eight hundred fifty-five dollars (\$145,855.00).

C. The parties now desire to amend the scope of services and increase the payment for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Consultant shall also perform the services described in Consultant's Addendum No. 1 Proposal (attached to this Amendment No. 1 as Exhibit A-1). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to add the following:

Notwithstanding the foregoing, for purposes of Amendment No. 1 and the term thereof, compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Consultant's Addendum No. 1 Proposal (referenced collectively as Exhibit A-1 Amendment No. 1). In no event shall Consultant's compensation related to Exhibit A-1 to Amendment No. 1 exceed seventy-one thousand dollars (\$71,000.00) without additional written authorization from the City Council. Total compensation for services provided under the Original Agreement and this Amendment No. 1 shall not exceed two hundred sixteen thousand eight hundred fifty-five dollars (\$216,855) without additional written authorization from the City Council.

Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A-1 respectively, shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

Adams-Streeter Civil Engineering, Inc.

DocuSigned by:
Jason Simpson
1E554E63E8EE412...
City Manager

Date: 1/17/2023 | 3:55 PM PST

DocuSigned by:
Randy Streeter
4088F17D3461401...
Randal L. Streeter,
President/Principal In-Charge

Date: 1/17/2023 | 3:47 PM PST

ATTEST:

DocuSigned by:
[Signature]
2941B148748C400...
City Clerk

1/19/2023 | 12:15 PM PST

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A3060D9030AF46C...
City Attorney

1/16/2023 | 12:08 PM PST

DocuSigned by:
Shannon Buckley
678FB35A1E42485...
Assistant City Manager

1/12/2023 | 1:49 PM PST

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]

**HOURLY AND FEE BREAKDOWN SUMMARY
MAIN STREET PEDESTRIAN SAFETY IMPROVEMENTS AND INFORMATION TECHNOLOGY INFRASTRUCTURE PROJECT**

ITEM DESCRIPTION	CONTRACTED SCOPE					TOTAL FEE
	ASCE			SUBCONSULTANT		
	Engr. Office	2-Man Survey	Survey Office	UBKR	P25	
1. Project Management and Coordination						
a. Project Management, Schedules, Meeting Minutes	16					\$2,640
b. Design Collaboration and Review Meeting w/ City Staff		20		\$650		\$4,285
c. Field Review, Documentation & Assessment of Site Conditions	12			\$650		\$3,210
d. Quality Assurance / Quality Control (QA/QC)	12					\$1,980
e. Reprographics (budgeted)						\$300
2. Information Research, Review & Utility Coordination						
a. Research and Review As-built / Record Plans	4			\$250		\$910
b. Utility Purveyor Notification, Atlas Request & Coordination	20					\$3,300
c. Develop Existing Utilities Base Map	20					\$3,300
3. Mapping and Initial Field Survey Verifications						
a. Research and Review Record Maps and Documents			8			\$1,320
b. Mapping Calculations and Development of Mapping Base for Street Right-of-Way and Centerline	6		30			\$5,940
4. Field Topographic Survey						
a. Establish Field Controls and Processing		16	6			\$5,230
b. Topographic Design Survey and Processing - Intersection and Crosswalk Enhancement Locations		20	10			\$6,950
c. Topographic Design Survey and Processing - ADA Ramp Rehabilitation Locations (13)		8	4			\$2,780
5. Conceptual Plan Development (35% Plans)						
a. Intersection & Crosswalk Enhancement Alternatives (3 Intersections & 2 Separate Crosswalk Locations)	32					\$3,480
b. Utility Duct Banks, Lateral Branch Laterals, Low Voltage Conduits and Irrigation Steves, etc.	60			\$1,200		\$11,100
c. ADA Ramps (13 Locations)	40			\$4,500		\$6,600
d. Inset Pedestrian Flashing Lights (1 Location)				\$450		\$4,500
e. Concept Level Opinion of Probable Construction Cost	6			\$550		\$2,230
f. Utility Verification via Pot-holing (Budgeted Amount)						\$10,000
<i>(Performed By 3rd Party Pot-holing Company)</i>						
6. Final Construction Documents (65%, 95% and 100% PS&E)						
a. Title Sheet	8					\$1,320
b. Street Improvement Plan- ADA Ramp Detail Plan	40					\$6,600
c. Street Improvement Plan- Intersection and Crosswalk Enhancements	80			\$2,320		\$15,520
d. Utility Plan - Utility Duct Banks and Branch Laterals, Low Voltage Conduits, Irrigation Steves, etc.)	80			\$1,400		\$14,600
e. Street Improvement Plan - Inset Pedestrian Lighted Crosswalk Plan	4			\$4,500		\$5,160
f. Opinion of Probable Construction Cost (65%, 95%, 100%)	8			\$450		\$2,220
g. Specifications (95%, 100%)	24			\$450		\$4,860
h. Comment Resolution Matrix (65% & 95% Submittals)	8			\$450		\$1,720
7. Bid and Construction Support						
a. Prebid Meeting & Bidder Request for Clarification & Contract Addenda Issuance	24					\$3,960
b. Preconstruction Meeting, Bid Document Clarifications and Request for Information	24			\$450		\$4,410
GRAND TOTAL	548	44	58	\$12,800	\$4,000	\$74,055

OPTIONAL ITEMS

ITEM DESCRIPTION	ASCE			SUBCONSULTANT			TOTAL FEE
	Engr. Office	2-Man Survey	Survey Office	UBKR	P25	RFA	
1. Topographic Design Survey and Processing - Cross Gutters at Flint Street and Pottery Street (Optional Item)	165						\$860
2. Cross-gutter Design for Flint Street and Pottery Street		16					\$2,640
3. As-built Drawings		16					\$3,090

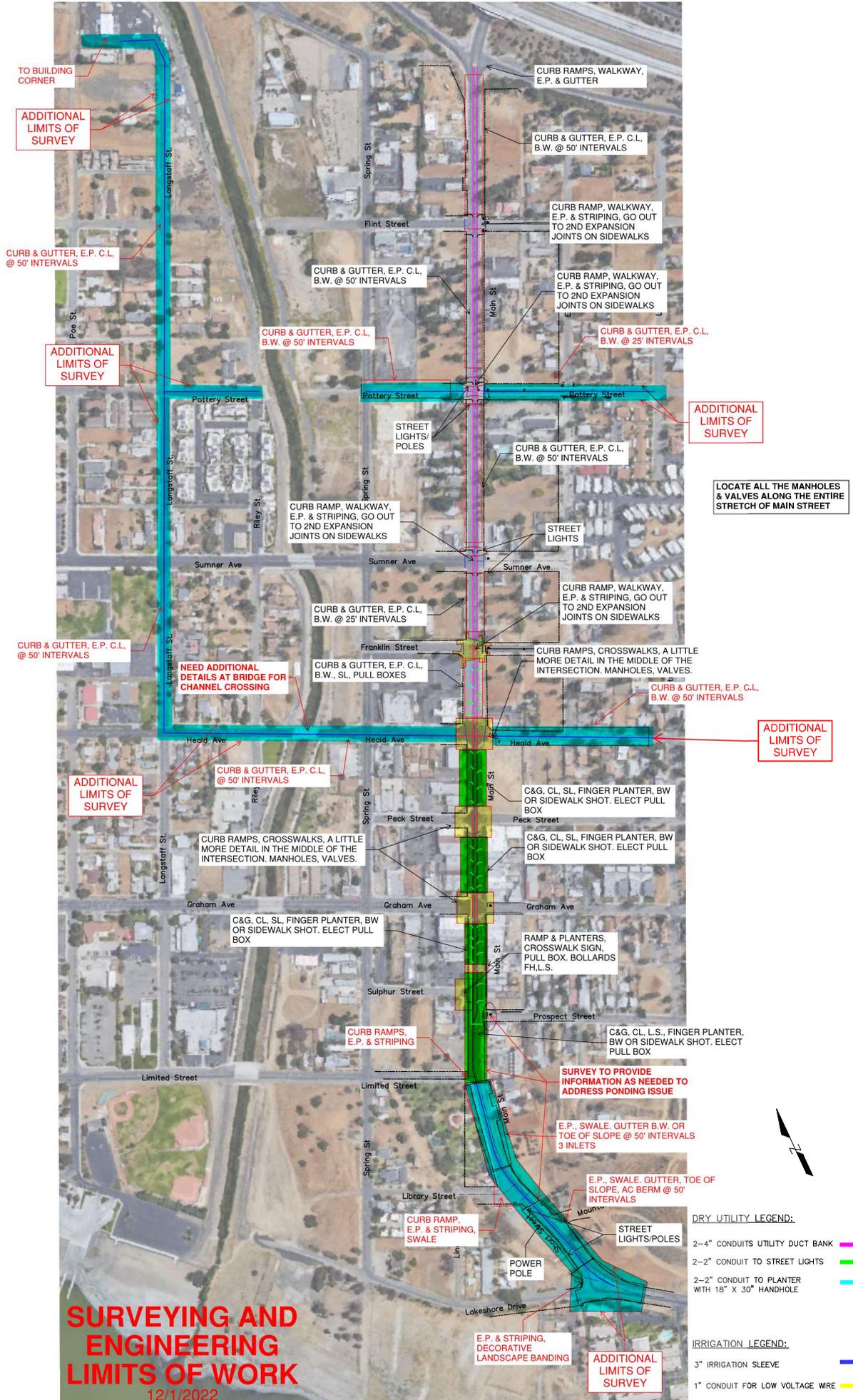
**HOURLY AND FEE BREAKDOWN SUMMARY
MAIN STREET PEDESTRIAN SAFETY IMPROVEMENTS AND INFORMATION TECHNOLOGY INFRASTRUCTURE PROJECT**

ITEM DESCRIPTION	ADDENDUM NO. 1					TOTAL FEE
	ASCE			SUBCONSULTANT		
	Engr. Office	2-Man Survey	Survey Office	UBKR	P25	
1. Project Management and Coordination						
a. Project Management, Schedules, Meeting Minutes						\$0
b. Design Collaboration and Review Meeting w/ City Staff		8				\$1,320
c. Field Review, Documentation & Assessment of Site Conditions		8				\$1,320
d. Quality Assurance / Quality Control (QA/QC)		12				\$1,980
e. Reprographics (budgeted)						
2. Information Research, Review & Utility Coordination						
a. Research and Review As-built / Record Plans		6				\$990
b. Utility Purveyor Notification, Atlas Request & Coordination		8				\$1,320
c. Develop Existing Utilities Base Map		20				\$3,300
3. Mapping and Initial Field Survey Verifications						
a. Research and Review Record Maps and Documents			8			\$1,320
b. Mapping Calculations and Development of Mapping Base for Street Right-of-Way and Centerline			28			\$4,620
4. Field Topographic Survey						
a. Establish Field Controls and Processing		8	2			\$2,650
b. Topographic Design Survey and Processing - Intersection and Crosswalk Enhancement Locations						\$0
c. Topographic Design Survey and Processing - Curb & Gutter, CL, Prevent for Drains & Grading Design)		30	14			\$10,260
5. Conceptual Plan Development (35% Plans)						
a. Street Improvement Plan - Address drainage issue at Prospect ST, and curb, gutter, sidewalk and drainage imp. on east side of Main St., south of Prospect St.	24					\$3,960
b. Utility Duct Banks, Lateral Branch Laterals, Low Voltage Conduits and Irrigation Steves, etc.	48					\$7,920
c. ADA Ramps (13 Locations)						\$0
d. Inset Pedestrian Flashing Lights (1 Location)						\$0
e. Concept Level Opinion of Probable Construction Cost	4					\$660
f. Utility Verification via Pot-holing (Budgeted Amount, it is not possible to determine the required number of pothole locations prior to preparation of plans)						\$15,000
<i>(Performed By 3rd Party Pot-holing Company)</i>						
6. Final Construction Documents (65%, 95% and 100% PS&E)						
a. Title Sheet						\$0
b. Street Improvement Plan- Address drainage issue at Prospect ST, and curb, gutter, sidewalk and drainage imp. on east side of Main St., south of Prospect St.	32					\$5,280
c. Street Improvement Plan- Intersection and Crosswalk Enhancements						\$0
d. Utility Plan - Utility Duct Banks and Branch Laterals, Low Voltage Conduits, Irrigation Steves, etc.)	40					\$6,600
e. Street Improvement Plan - Inset Pedestrian Lighted Crosswalk Plan						\$0
f. Opinion of Probable Construction Cost (65%, 95%, 100%)	4					\$660
g. Specifications (95%, 100%)	8					\$1,320
h. Comment Resolution Matrix (65% & 95% Submittals)	4					\$660
7. Bid and Construction Support						
a. Prebid Meeting & Bidder Request for Clarification & Contract Addenda Issuance						\$0
b. Preconstruction Meeting, Bid Document Clarifications and Request for Information						\$0
GRAND TOTAL	226	38	52	\$0	\$0	\$70,940

OPTIONAL ITEMS

ITEM DESCRIPTION	ASCE			SUBCONSULTANT			TOTAL FEE
	Engr. Office	2-Man Survey	Survey Office	UBKR	P25	RFA	
1. Topographic Design Survey and Processing - Cross Gutters at Flint Street and Pottery Street (Optional Item)	165						\$0
2. Cross-gutter Design for Flint Street and Pottery Street		12					\$0
3. As-built Drawings							\$1,980

MAIN STREET PEDESTRIAN SAFETY & INFORMATION TECHNOLOGY PROJECT



SURVEYING AND ENGINEERING LIMITS OF WORK
12/1/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2022

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Dana Schwartz PHONE (A/C, No, Ext): (619) 574-6223 50203 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Dana.Schwartz@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Adams Streeter Civil Engineers, Inc. dba Southern California Surveying, Inc. 16755 Von Karman, Suite 150 Irvine, CA 92606	INSURER A : RLI Insurance Company 13056 INSURER B : Beazley Insurance Company, Inc 37540 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001237	9/1/2022	9/1/2023	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 \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							Ded \$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp.: \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll.: \$500	X	X	PSA0001063	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0001201	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0001554	9/1/2022	9/1/2023	<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
B	Professional Liab.			V21EE9220501	2/13/2022	2/13/2023	Per Claim 2,000,000
B	Ded.: \$40k Per Claim			V21EE9220501	2/13/2022	2/13/2023	Aggregate 4,000,000

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

City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney are Additional Insureds with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation in favor of the Additional Insureds.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER City of Lake Elsinore 130 South Main Street Lake Elsinore, CA 92530	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
--	--

Named Insured: Adams Streeter Civil Engineers, Inc. dba Southern California Surveying, Inc.

RLI Insurance Company

Policy Number: PSB0001237

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. 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 policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Named Insured: Adams Streeeter Civil Engineers, Inc. dba Southern California Surveying, Inc. **Policy Number:** PSW0001554

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

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

Schedule

Person or Organization

Job Description

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss

Jobs performed for an person or organization that you have agreed with in a written contract to provide this agreement

Policy Number: PSA0001063

RLI Insurance Company

Named Insured: Adams Streater Civil Engineers, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

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

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (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 one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

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

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.

C. Blanket Additional Insured

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

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for 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 – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss 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 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.

E. Employee Hired Autos

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

An “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.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

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 that individual “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”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/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.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. 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.

I. Personal Effects Coverage

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

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” 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”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

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

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability 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” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (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 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 betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will 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”.

K. Hired Auto Physical Damage – Loss Of Use

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

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

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

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

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. 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 nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph **2.c.** above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.

- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

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

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph **H.3.** is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph **H.6.a.** is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following: